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FOR
Unexhausted Agricultural Improvements.

SECOND EDITION.

THE LAW OF COMPENSATION
FOR
UNEXHAUSTED
Agricultural Improvements,

AS AMENDED BY THE

AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883
(46 & 47 VICT. C. 61)

AND THE

AGRICULTURAL HOLDINGS (SCOTLAND) ACT, 1883
(46 & 47 VICT. C. 62).

With the Statutes and Forms.

BY

J. W. WILLIS BUND, M.A., LL.B.,

OF LINCOLN'S INN, BARRISTER-AT-LAW.

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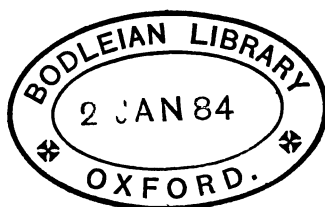
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1883.



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PREFACE
TO THE
SECOND EDITION.

THE First Edition of this Book, which was published when the 1875 Act was passed, having been exhausted, advantage has been taken of the changes made in the law by the legislation of this year to publish a new Edition. These changes are so great that the work has been completely re-written.

The Digest of Customs of the Country has been enlarged and extended by information given by a number of local gentlemen, for whose help the Author is greatly indebted. The new Act raises a series of difficult points of construction that can only be decided by the Courts; most of these have been noticed in the notes. For the reason mentioned in the Preface to the original Edition reference has been made to as few authorities as possible, so as to make the book not so much a legal text-book as a practical guide to those who will have to carry out the Act.

Precedents of clauses from leases in different parts of the country, providing compensation, have been given, so as to guide those who desire to frame agreements which, while extending the Act, will yet give the tenant fair and reasonable compensation.

The Author trusts that this Edition may have the same favourable reception as the former one met with, and, while he can hardly hope that it may act as a guide through all the difficulties that the Act has created, yet it may, at least, serve to place persons on their guard against the many pitfalls the Act contains.

LINCOLN'S INN,
11th October, 1883.

PREFACE

TO THE

FIRST EDITION.



THE Agricultural Holdings Act having made so great a change in the relation of Landlord and Tenant, the Author has endeavoured in the following pages to state what those changes are, and what the law now is. As the Book, if it meets with a favourable reception, will mostly be used not by lawyers but by laymen, it has been thought well not to cite any authorities on the subject of the validity of custom, but rather to make the Book not so much a legal treatise as a practical guide to those who will have to carry out the Act.

With this end in view, reference has not been made to a single case, and discussion as to the probable effect of the somewhat abstruse points arising under the Act has been avoided as much as possible.

As a guide to those who may be called upon to value improvements under the Act, some space has been given to a digest of the existing customs, to help them in assessing claims for compensation, and also to enable persons who claim compensation to ascertain if they had better proceed under the Act or under custom. This digest has been taken from the Report of the Central Chamber of Agriculture on Unexhausted Improve-

ments, which is the latest and best source of information on the subject.

A large number of forms have been inserted in the Appendix, which it is hoped will comprise all the common forms required for carrying out the Act.

The Author is indebted to Mr. W. P. G. BOXALL, of the Common Law Bar, for very valuable help and assistance.

LINCOLN'S INN,
November, 1875.

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The Law of Compensation

FOR

UNEXHAUSTED IMPROVEMENTS.

CHAPTER I.

INTRODUCTION.

ONE of the main causes which prevented the full development of the agriculture of this country was the want of security for any capital the tenant might invest in improving his holding. The law of England fully recognizing the principle "Quidquid plantatur solo, solo cedit," gave a tenant who had spent money upon his holding no legal right to recover a sixpence. A landlord might stand by, see the tenant lay out large sums in permanently improving the landlord's property, give the tenant six months' notice to quit, let the farm for an increased rent in consequence of the tenant's improvements, yet the tenant could not recover any compensation. It is true that in certain parts of the country, by local custom, compensation was occasionally made to the tenant, but these customs were only of a very partial nature, and differed not only in almost every county in England, but frequently also in different parts of the same county. A committee of the Central Chamber of

Old law
as to
improvements.

Customs as
to com-
pensation. Agriculture, in 1874, prepared a most valuable and exhaustive report upon these customs, and thus give the result of their inquiries:—

“From the variations in practice occurring within comparatively limited districts it is evident that customs cannot be correctly defined and classified as ‘County customs;’ that so far from each county possessing a distinct and peculiar usage co-extensive with its area, a map of England, in which the prevalence of each custom should be represented by a distinguishing colour, would exhibit a series of most irregularly-shaped and unequally-distributed patches, the most conspicuous feature being the very small proportion of the surface of England enjoying any custom of adequate compensation, even for purchased feeding stuffs and manures.”

Mr. Pusey's Committee,
1848.

The injustice this state of things inflicted on the tenant had long attracted the attention of agriculturists; as far back as 1848 the late Mr. Pusey obtained a select committee of the House of Commons to inquire into the question. The Bill that was based upon the report of that committee failed to become law, but indirectly that report has been the origin of the whole of the modern customs as to compensation for unexhausted im-

Progress of
the cus-
toms al-
lowing
compensa-
tion.

provements. In many parts of the country since that report, customs have arisen allowing some compensation to an out-going tenant. The Chambers of Agriculture, soon after their formation in 1867 and 1868, vigorously took up this question; it is to their labours that the subject first received legislative recognition in 1875. The report in 1874 of the Central Chamber is the most complete

and reliable account in existence of the different local customs throughout England; it at once proved the need of a general law for the whole country. In the year 1872, and again in 1873, Messrs. Howard and Read introduced a measure upon the subject; in 1874 the heads of a measure were prepared by a committee of the Central Chamber of Agriculture, and the Marquis of Huntley introduced a Bill into the House of Lords that was rejected on the second reading; in 1875, Lord Beaconsfield's government introduced and carried the first Act of Parliament that gave the tenant farmer the legal right to claim a return of the capital he had spent for the landlord's benefit. That Act—the Agricultural Holdings Act, 1875—was far from being either a complete or satisfactory solution of the question. Its great value was, that it was the earliest legislative recognition of the principle that the tenant is legally entitled to have either the repayment or the value of the money spent by him on his holding, but the cases in which it gives compensation are few, and hampered with many restrictions. Its great defect was, that it was not a measure of universal application, but merely a permissive law, giving both parties the option not to adopt it, and to a tenant the option of claiming compensation under it or under the custom of the country; in many cases the tenant got more under the much-abused custom of the country than under the Act. As a foundation for future legislation—the thin end of the wedge—it was most valuable; as a solution of the question, it was worthless.

Mr. Howard's Bill,
1873.

38 & 39
Vict. c. 92.

Classifica-
tion of im-
prove-
ments
under the
Act of
1875.

Sect. 5.

Sect. 59.

Under it improvements were divided into three classes, first, second and third, corresponding respectively to the permanent, durable and temporary improvements mentioned in the Report of the Central Chamber of Agriculture. For the improvements mentioned in the Act, but for those only, a tenant, if he complied with its provisions, could claim compensation. It provided that a tenant could not claim compensation under it and under the custom of the country for the same work or thing, but was compelled to select under which he would make his claim.

1877.
Mr. Bar-
clay's Bill.

1878.

Bills in
1880.
Mr. Chap-
lin's.

No sooner was the Act passed than proposals were made to amend it. The chief points to which these amendments were directed were two: (1) to make the Act compulsory instead of permissive; (2) to extend its compensation clauses. In 1877, Mr. James Barclay introduced a bill to provide security to agricultural tenants for certain improvements effected by them on their holdings, the leading clause of which (the 8th) provided that every tenant on quitting his holding, for any cause whatever, should be entitled to compensation under the bill for any improvement, permanent or temporary, or for any unexhausted benefit from manure. This bill failed to become law; it was re-introduced in 1878, but it met a like fate. No further attempt at legislation was made till the present parliament. In 1880, no less than four bills were introduced. Mr. Chaplin proposed by his bill to give a tenant compensation in all future tenancies by one of three modes—either under the 1875 Act, or in accordance with the system sche-

duled by the bill, or in accordance with any reasonable special contract between landlord and tenant. Mr. Samuelson's bill proposed to amend the 1875 Act by making it apply to all tenancies, unless before the bill came into operation the landlord and tenant had entered into an agreement providing the tenant with reasonable compensation for all the improvements mentioned in the Act of 1875, and for which no compensation was given by the custom of the country. Mr. Staveley Hill's bill proposed to make the Act of 1875 apply to all cases, whether the landlord had or had not contracted out of it; and Sir Thomas Acland's bill proposed that in all agricultural contracts of tenancy to which the Agricultural Holdings Act, 1875, did not apply, there should be implied a covenant by the landlord to compensate the tenant for the outlay in respect of growing crops and acts of husbandry done since taking his last crop, and for the proper application of purchased manure, and the proper consumption by cattle, sheep or pigs of purchased corn, cake and other feeding stuff, if the manure was applied or the feeding stuff consumed during the last ten years of the tenancy, and also a covenant by the tenant to keep the farm in a state of clean and good husbandry. None of these bills passed the House of Commons. In 1881, Mr. Chaplin, Mr. Staveley Hill, and Sir Thomas Acland again brought forward their measures, but they again met with the same fate. In 1882, Mr. Chaplin and Mr. Staveley Hill reintroduced their bills, but they failed to pass. In 1883, the government having introduced and

Bills to
amend the
law in
1880.
Mr.
Samuel-
son's.

Mr. Stave-
ley Hill's
Bill.

Sir Thomas
Acland's
Bill.

Bills in
1881.

Bills in
1882.

Bills for
Scotland.

passed a measure of their own, which repealed the Agricultural Holdings (England) Act, 1875, neither Mr. Chaplin nor Mr. Staveley Hill's bills were proceeded with. In Scotland the Agricultural Holdings Act had never applied. In 1876 a bill passed the House of Lords which practically extended the English Act of 1875 to Scotland, but it did not pass the Commons.

Limited
operation
of the Act
of 1875.

From a very early period it was obvious that the operation of the English Agricultural Holdings Act would be extremely partial. A return was published in the *Mark Lane Express* of May 1st, 1876, that proved that the Act was almost a dead letter. Advantage was taken on all hands of the power given by the 56th and 57th sections to contract out of the Act; and it seems to have become a common form in country agricultural agreements to insert a clause to the effect "that none of the provisions of the Agricultural Holdings (England) Act, 1875, shall apply to the tenancy hereby created." But while the direct effect of the Act was very small, the indirect effect was very considerable, provision as to compensation for unexhausted manures and feeding stuffs became the rule rather than the exception in agreements; while the Act failed to give direct legislative protection to the tenant who had expended his capital, it was the means of altering the contracts of tenancy throughout the country in the tenant's favour. It cannot be said that the landlords were the only persons who contracted themselves out of the Act; in numerous cases the tenants objected to come under its provisions, and

Indirect
effect of
Act of
1875.

preferred an agreement with provisions for compensation for unexhausted improvements to coming under the Act. For example, Lord Jersey's Oxfordshire tenants met and passed the following resolution :—" We, the undersigned, tenants of the Earl of Jersey, met at the Jersey Arms, the 9th February, 1876, are unanimously of opinion that, owing to the complicated nature of the Agricultural Holdings Act, we would rather remain tenants under his lordship's present agreements, provided his lordship would allow us the privilege of a year's notice to quit instead of six months" (a). These views will be best expressed by the report of Messrs. Smith & Gore and Messrs. Clutton to the Ecclesiastical Commissioners as to what course should be taken on the commissioners' estates with reference to the Act. In November, 1875, they reported thus :—

Tenants
contract-
ing out of
the 1875
Act.

Report to
Ecclesias-
tical Com-
missioners.

" The Act little affects the commissioners' position, except so far as affording to their tenants from year to year the security of one year's notice instead of half-a-year's notice to quit, and we see no reason why the board should contract themselves out of the Act. But we do not think the tenants should be compelled to hold under the Agricultural Holdings Act, when they do not themselves desire that the Act should be operative."

In March, 1876, they further reported :—

" We find a general indisposition on the part of tenants to adopt this Act, and in many cases the tenants have already given us notice.

" We find, also, that the Act will be rarely adopted on the estates of other land owners. If the com-

(a) Royal Commission on Agriculture, Appendix to Part I. p. 296.

Report as
to Eccle-
siastical
Commis-
sioners'
estates.

missioners' tenants should be under its provisions, much inconvenience might arise on a change of tenancy by reason of the tenant being under a peculiar system of tenant right. The aggregate extent of the commissioners' lands is large, but in each county their tenancies bear a very small proportion to the total number of tenancies.

"We thought that the Act supplemented but did not interfere with existing contracts of tenancy. Great difference of opinion arose on that point. Legal opinions are about equally divided whether the Act overrides agreements, or agreements override the Act.

"The tenants generally are willing to adopt portions of the provisions of the Act; some object to a year's notice, as it might oblige the executors to hold the farm for nearly two years after death; many find the present contracts of tenancy more favourable to them than the operation of sects. 13, 14, and 15. Most fear the operation of clause 19, and nearly all the tenants fear the right of appeal to the county court, and require more time to consider the provisions of the Act. Under these circumstances, we advise that each of the commissioners' tenants have notice that the tenancies remain unaffected by the Act, but that each notice be accompanied by an intimation that the commissioners themselves have no objection to the Act, and will be prepared to arrange with each tenant for the addition to his agreement of such portion of the Act as may be deemed expedient. We continue of opinion that the Act will prove very advantageous to the interests of the country, through the

adaptation of its provisions to the circumstances of each tenancy ; but it will rarely be in the first instance adopted" (a).

This report gives the true reason of the apparent failure of the Act of 1875 ; it was not so much the fact that landlords contracted themselves out of it as that tenants were unwilling to adopt it. The evidence given before the Royal Commission on Agriculture, proves this. Those commissioners, in giving the result of their inquiries as to the effect of the Act, say, "Frequent reference has been made to the effect of the Agricultural Holdings Act, and the expediency has been generally suggested of making compulsory the clauses of that Act which relate to compensation in all cases where compensation is not absolutely secured by custom or agreement. The weight of evidence is strongly in favour of securing to the tenant fair compensation for as much of his unexhausted capital as may be left in the land, so far as it is beneficial to the landlord or incoming tenant. Although a statutory right to such compensation was not secured by the Agricultural Holdings Act, yet that enactment has, notwithstanding its permissive character, done much good. It reversed the presumption of law in relation to improvements effected by the tenant, and prescribed the amount of compensation, and the mode in which it should be given. Upon many estates fresh agreements have been entered into in accordance with the spirit of the Act and adapted to local peculiarities and customs" (b).

Report of
Duke of
Rich-
mond's
Commis-
sion.

(a) Parliamentary Paper, 1876, No. 163.

(b) Report of Royal Commission on Agriculture.

This passage sums up the result of the Act of 1875 :—While from its permissive character it was, in one sense, a failure, yet, on the other hand, it was a success, as it placed what had before been bounty on the footing of right.

Report of
Commission
on
Agriculture.

The Royal Commissioners made, in 1882, the following recommendation with regard to it :—

“ We are of opinion that, notwithstanding the beneficial effects of the Agricultural Holdings Act, there are many parts of Great Britain in which no sufficient compensation for his unexhausted improvements is secured to the tenant. In many cases landlords have not offered, and tenants have omitted to ask for, the fair compensation that, we believe, it is the interest of both that the tenant should enjoy, and to which, we think, he is entitled. In some counties and districts the compensation is given by established custom, in others such customs are insufficient or do not exist.

“ Upon the most careful consideration of the evidence before us, we have arrived at the conclusion that further legislative provision should be made for securing to tenants the compensation to which they are equitably entitled in respect of their outlay, and we recommend that the principles of the Agricultural Holdings Act relating to compensation be made compulsory in all cases where such compensation is not otherwise provided for.

“ It would, however, in our opinion, be advisable so far to amend the provisions of the Act as to make the compensation depend upon the additional value given to the holding ; and we wish it to be

understood that no compensation should be required to be paid by the landlord or incoming tenant except for outlays which are valuable to him in the future cultivation of the farm" (a).

Two of the commissioners, Lord Vernon and Mr. Clay, although agreeing to the report, wrote separate memoranda on this point. Lord Vernon was of opinion that no compensation should be given in respect of nitrogenous manure, which only stimulated and did not permanently enrich the soil. He also considered that a fairer system would be arrived at by valuing the crops growing on the land and not allowing for the manure laid out. Mr. Clay was of opinion that the compensation given by the Act was not sufficient. He says it considers the value of buildings that may last for 50 years exhausted in 20, and drainage that may be good for 30 exhausted in 20. He was also of opinion that a tenant should be compensated for keeping the land up to a high standard of excellence: in other words, that good heart and high farming should be allowed for on quitting. The result of the report of the commissioners is the Act of 1883. It is the attempt to give legislative effect to their recommendations upon the subject; and although it in some respects departs from them, yet on the whole it gives substantial effect to their recommendations.

Lord
Vernon's
opinion.

Mr. Clay's
opinion.

Result of
report.

Whether the Act of 1883 will be the success its framers hope is doubtful. In one respect it is a new departure in English law. It enacts that a man may make a contract to-day, receive a benefit for

(a) Report of Royal Commissioners on Agriculture.

that contract, keep the benefit, and to-morrow, by repudiating the contract, reap still greater advantages. In some of its provisions it gives a legal sanction to dishonesty. For the rich tenants who can afford to lay out money on their farms it will certainly be a boon; but for the poor tenant who lives from hand to mouth, who has no capital, who just struggles on from year to year and can make no improvements, it is a very doubtful benefit. It restricts the number of farms which it is possible for him to become tenant of. It will certainly make landlords insist more strongly on their rights, and so may stop bad farming; in order to give it a fair trial another Act, namely, one to supply the tenant with the money to make the improvements, is required. The Act will also effect this: the landlord, on a change of tenant, must be prepared to face a series of claims, possibly manufactured, that will certainly lead to litigation, and it is to be feared will not improve the mutual relations between landlord and tenant.

Ways of
obtaining
compensation.

The Act of 1883 recognises four ways in which a tenant can obtain compensation:—

1. Custom of the country.
2. Agreement between landlord and tenant.
3. The Agricultural Holdings Act, 1875.
4. The Act of 1883.

In the subsequent chapters each of these will be considered.

CHAPTER II.

COMPENSATION BY CUSTOM OF THE COUNTRY.

EXCEPT for the twenty-three items mentioned in the schedule to the Act of 1883, resort in all other cases must still be had by the tenant to the custom of the country for compensation, and very often even in the cases mentioned in the Act, and by the landlord in every case where he claims for bad husbandry or dilapidations. The question, What is the custom of the country? has therefore now a greater importance than ever, and it is most desirable to ascertain precisely the existing customs of different localities. The following attempt to do this, county by county, is based upon the well-known prize essay of Mr. Clement Cadle, published in the Royal Agricultural Society's Journal, the Report in 1874 of the Committee of the Central Chamber of Agriculture, the Report of the Duke of Richmond's Commission, the Returns made to the Institute of Surveyors, and information which has been kindly furnished by various gentlemen residing in the localities. It contains, so far as can be ascertained, the various customs which now exist in the different districts; but as new customs arise as improved modes of agriculture are introduced, it is nearly impossible to get a complete list. The law does not recognize the customs that exist on particular estates—only what exists generally in the locality where the land is situated.

What is
the custom
of the
country?

Requisites
for legal
validity
of custom.

It is not necessary that the custom should prevail over a large extent of country ; all that is required is that the custom is certain, that it is reasonable, and that it is practised by the farmers, or the generality of them, in the immediate neighbourhood of the farm in question. The law requires its existence to be so proved that it can presume that both parties were aware, or ought to have been aware, of it when they entered upon the contract, and made their contract subject to it. There are no such things in law as county customs or parish customs that the law takes judicial notice of. All customs must be proved to exist, and when that is done, the area over which they prevail is in law immaterial.

Difference
from im-
memorial
custom.

Agricultural customs again differ from what may be called immemorial customs—they are more analogous to trade usages, and hence their origin may be modern, and the custom may alter from time to time, like the custom of the Stock Exchange, or of any other trade. All that is required is, that it be proved that a certain usage generally exists among the agriculturists of the neighbourhood where the farm is situate ; if so, the landlord and tenant are bound by this usage unless they make a bargain that expressly or impliedly excludes the general usage ; if they do not, their relations are governed by this usage or custom, and the courts of law will enforce the custom.

Present
importance
of custom.

There is another reason why the custom of the country has now assumed such importance ; on referring to the twenty-three improvements, in respect of which the Act gives compensation, it will be noticed that for growing-crops (except

so far as they come under the item of purchased manures), for tillages and for acts of husbandry, no compensation is given, nor for *unapplied* manure; and it is very doubtful if any claim could be made for manure remaining in the yard or in a heap, even though derived from purchased feeding-stuffs. Nothing is given for the remaining produce on the farm; nothing for such improvements as deepening the staple of the soil, paring and burning, hop poles, growing underwood, stocking up trees and fences, planting quick, levelling ridges and furrows, or hauling materials; in all these and other cases of daily occurrence, resort must still be had to custom; indeed, in spite of the new Act, by far the greater part of the dealings with the outgoing tenant will still be regulated by custom, not by the Act; for while the Act applies to every holding, however small, it does not apply to the ordinary acts of agriculture that the ordinary farmer, who has little or no capital, does. It is the rich tenant who gets the benefit of the Act: the poor tenant remains where he was. It is also doubtful if a tenant cannot get compensation under custom for an improvement mentioned in the Act, even if such improvement does not increase the letting value. A tenant has spent 100*l.* in making a road, the increased letting value is nil; under the Act he cannot get a 6*d.*, but under custom the valuer could and would take his outlay into account. If a tenant could get compensation under the Act he must not resort to custom; but if he cannot, then, even for the improvements named in the Act, custom is still open to him.

For what
acts no
payment
by custom.

Effect of
Act on
poor
tenant.

Reasons as
to difficulty
in getting
list of
customs.

It is therefore most important to have as far as possible a complete list of the agricultural customs in the different parts of England; but an exhaustive list is very difficult, if not impossible, to give for various reasons:—(1) because each large estate has its own customs, that do not prevail and do not bind anyone beyond it; (2) because different valuers adopt different rules; (3) because there is no distinct authority to appeal to who can settle what the custom is; (4) because the area over which custom extends is often very small; (5) because the custom is modified from time to time; and (6) as changes are introduced in agriculture new customs arise.

The following list can in no sense be taken as exhaustive. All that can be said is that the customs named in it obtain in some parts of the counties mentioned, and that they form the prevailing usage among the local agriculturists; but the customs in each county vary often with each parish; and in each case the person who alleges their existence must prove it by the evidence of neighbouring agriculturists, who have known and generally practised the customs as the prevailing usage of the locality in question.

List of
customs.

The subjoined list of customs is given, as far as possible, in the following order:—

1. Usual date of entry;
2. Customary allowance to outgoing tenant;
 - (a) In respect of growing crops,
 - (b) In respect of tillages and cultivations,
 - (c) In respect of manure and produce remaining at the expiration of the tenancy,

3. In respect of manures, feeding stuffs cultivation ;
4. In respect of permanent improvements ;
5. The allowances made to and the rights of an outgoing tenant ;
6. The allowances made to and the rights of an incoming tenant ;
7. The liabilities of a tenant :
 - (a) As to cultivation,
 - (b) As to dilapidations,
 - (c) As to sale of produce.

The subjects above mentioned include a very wide field of inquiry, and the main difficulty is to distinguish between what is really the custom of the country, and what is, in effect, the custom embodied in agreements ; for, although very often agreements embody, with the necessary modification for different estates, the custom of the neighbourhood, yet often they contain arbitrary clauses wholly foreign to the usual customs. In many cases agreements have made the custom, but still oftener customs have modified agreements. In the evidence given before the Duke of Richmond's commission, and in the answers to the inquiries of the Chamber of Agriculture, the great difficulty is to distinguish if the witnesses spoke of the practice as it was under agreements which they had adopted, or the practice as it existed by the custom of the country. The following list can only aim at being generally accurate ; a complete accurate classified list of the customs of the country is a want in agricultural literature, and one that only those who have tried to supply it can appreciate the

Difficulty of distinguishing between custom and provisions in agreements.

difficulty of supplying; the subjoined list does not pretend to be more than a contribution to it.

**Bedford-
shire.**

BEDFORDSHIRE.

Entry.

Entries used to be at Lady-day, but are now usually at Michaelmas. The incoming tenant enters on the fallows at the preceding Lady-day, and the outgoing tenant keeps the house and part of the buildings till the following Lady-day.

**Allow-
ances to
outgoing
tenant.**

The growing wheat crop is generally allowed for. Outgoing tenant cultivates fallows, and is allowed for the labour, &c., the amount being settled by valuation. There is no allowance for unexpended manure, but the incoming tenant in East Bedfordshire pays for haulage to heap or field. The growing root crop is usually paid for at a consuming price. The remaining meadow hay is generally taken at per ton at a consuming price. The first cut of clover is paid for at market price. The corn on the stubbles is paid for by valuation, the straw at per acre. The outgoing tenant is allowed the value of the seed and labour of the growing clover crop. No payment for half fallows or half dressings; but rent and rates are divided between outgoing and incoming tenant.

**Feeding
stuffs.**

No custom exists as to feeding stuffs or artificial manure. No custom to compensate the tenant for any permanent improvements.

**Way-going
crop.**

The outgoing tenant takes an away-going crop. He retains half the house and part of the home-stead to thresh and market his corn. Four-course shift the usual way of cultivating.

The incoming tenant may enter in the November of the last year to fallow a certain quantity of the arable land, and enter on all the arable land at spring time to sow clover seed with the barley and spring corn. He may enter the stubble as soon as the crop is carried to sow it with seeds, or plant it with a feeding crop.

Bedfordshire.

Incoming tenant's rights.

There seems to be no general custom as to the tenant's liabilities for bad husbandry or waste, or as to sale of produce. The landlord finds timber and nails, and the tenant labour for keeping the farmhouse and buildings in repair. For drainage landlord finds tiles, the tenant labour. For fixed machinery the landlord builds the building, and the tenant finds the machinery. Tenant does claying and chalking, and keeps the farm roads in repair.

Tenant's liabilities.

BERKSHIRE.

Berkshire.

Usually Michaelmas entries.

Entry.

The rule seems to be no allowance to outgoing tenants as to crops or cultivation. The unconsumed manure belongs to incoming tenant without payment. It is usual near Newbury to leave in the yard the manure made from the straw of the last year but one, and all the last year's straw, fodder, and straw-chaff for the incoming tenant without any payment. The practice as to hay varies, but if the outgoing tenant paid on entry he is allowed for it on leaving. In other parts of the county—the Hungerford district—hay and straw are taken by the incoming tenant at a consuming price. Sometimes tenants are allowed to sell wheat straw.

Allowances to outgoing tenant.

Berkshire. No allowance is made for feeding stuffs or artificial manure unless there is a special agreement to that effect.

No allowance is made for any permanent improvements nor for any agricultural improvements.

**Liabilities
of tenant.**

With regard to claims against the tenant as to hay, straw and fodder, as he enters so he leaves; any deviation renders him liable for damages: the amount of such damages is estimated by valuation, and the amount estimated is, if necessary, recovered by action. In the absence of any agreement, the usual custom is to allow an outgoing tenant to sow not more than three-fifths of the arable land with corn, grain or pulse crops; any larger proportions is held to be a wrongful act, the damages for which are assessed by valuation, and if not paid, recovered by action.

**Prohibited
crops.**

There is no custom as to prohibited crops, growing special crops, or to the minimum proportion of fallow or green crops. It is not usually allowed to grow more than three-fifths of the arable land with corn, grain or pulse on quitting. The succession of crops depend on the nature of the soil, but on stony lands, a rotation of (1) wheat, (2) beans, (3) wheat is not unusual. No general restriction on sale of produce. In the Newbury district, it is usual for the incoming tenant to enter on the fallow intended for roots at the previous Lady-day. In the Hungerford district, the incoming tenant enters at Lady-day to sow seeds and work fallows, or may let the outgoing tenant do this; if he does, he is paid by the incoming tenant at a valuation.

**Right of
incoming
tenant.**

As a rule, the tenant is not liable for repairs. **Berkshire.**
 The landlord puts the place in repair when the tenant enters, and the tenant maintains the place in repair if the landlord finds materials. **Liability of tenant for repairs.**

BUCKINGHAMSHIRE.**Bucks.**

Usual entry Michaelmas in south and south-east of county, but incoming tenant has the right to come after April 1st to work fallows and sow seeds. In the north and west of the county entries are usually at Old Lady-day. If Michaelmas the outgoing tenant keeps part of the house and homestead till 25th March to thresh out his corn and stack it. The incoming tenant is sometimes allowed to enter after 1st August to work the fallows. The incoming tenant in the south and south-west usually pays for seeds, carting and ploughing to the growing crops; nothing beyond this is allowed for tillage or cultivation. The incoming tenant is entitled to the manure without payment, but all haulm hauling and carting is allowed for. Nothing is allowed for the unexhausted value of purchased feeding stuffs and manure. **Entry.**

Allowance to outgoing tenant.

In the north and west of the county the outgoing tenant usually harvests the crops, and the incoming tenant takes them at a consuming price. The incoming tenant pays for all acts of husbandry. In some cases wheat straw may be sold by the outgoing tenant, but it is usually taken at a valuation, the Lent corn straw at a spending price. The hay is paid for sometimes at a consuming price, some-

Bucks.	times at market price. No allowance for manure.
Allowances to outgoing tenant.	All tillage and labour paid for; no half fallow allowed for nor half dressings, except with artificial manure; no ploughed up ley paid for. No customary allowance for purchased manure or feeding stuff. No customary allowance for any permanent improvement. The incoming tenant has stable room for his horses and lodging for his men from Candlemas to prepare the land for spring crops.
Rights of outgoing tenant.	The outgoing tenant usually retains part of the farm and holding till Christmas, and in some cases the house and yards till May 1st. The tenant may not take more than two white straw crops in succession. The landlord first puts the premises in repair and the tenant keeps them so, being allowed materials, which if within six miles he hauls gratuitously.
Drainage.	For drainage the landlord finds pipes, the tenant labour. If a yearly tenancy, the landlord also contributes for permanent improvements. In some cases tenants may sell off straw and hay if a sufficient quantity of manure brought back.
Folding sheep.	A custom exists for the outgoing tenant to fold his sheep on such part of the farm as the incoming tenant directs. For repairs the landlord usually finds rough timber and material, and the tenant labour. The tenant repairs all occupation roads.

**Cam-
bridge.**

CAMBRIDGESHIRE.

Entries.

Old Lady-day and Michaelmas are the usual times for entry.

The outgoing tenant is usually paid for the growing wheat. An estimate of the yield is made, the value of the corn at the then market price calculated, and the outgoing tenant paid one-half of such value. The full value of the seed and labour on the growing barley, oat, bean, pea, and clover or grass seed crop is allowed the outgoing tenant. The root crop is paid for at a consuming price, and any other growing crops for consumption on the farm.

Cam-
bridge.

Allowance
to outgoing
tenant.

As to cultivation, the full value of the workings, rents, rates and taxes of bare fallows in the last year of tenancy is allowed.

Cultiva-
tion.

All labour on unconsumed manure or manure applied to crops not valued is allowed, but not labour or manure applied to wheat which is valued, except to spring corn which is; if the manure is carted in heaps for use the cost of carting is allowed. White straw, pea and bean straw remaining on the premises is allowed for at a nominal sum per acre. The growing wheat and roots are taken at a valuation. The price of one-fourth to one-half of linseed and cotton cake consumed on the holding in the last year of the tenancy is allowed. If the growing crops are taken at the cost of seed and labour, the full amount of the cost of the manure applied to them is allowed, otherwise no allowance is made for purchased manure. The full value of any claying done the last year, and a quarter of the value if done any previous year, is allowed. For laying down pasture the seed and full cost of sowing is allowed. For drainage six-sevenths

Manure,
hay and
straw.

Cake.

Purchased
manure.

Drainage.

Cam- bridge. Fixtures.	of the cost of drainage done in the last year is allowed, and one-seventh of the cost is deducted for each year since the drainage was done. The tenant is entitled to remove or receive the full value of any building, fixed steam engine and driving gear put up by him.
Liabilities of tenant.	<p>The tenant is liable to pay for hay, straw, roots and green crops sold off during the last year of his tenancy according to the damage he does ; and the same principle is applied to the sale of green crops, loss of manure by removing hay, and loss of manure by removing straw, roots, green crops and other produce. For mowing old pasture the tenant has to pay according to the damage actually done. For a deficient quantity of fallow the outgoing tenant is liable for the cost of cleaning the land. For neglect of gates, fences, drains, outfalls, water-courses and buildings, he is liable for the cost of repair. The tenant is bound to have the landlord's written consent for any special crops. The minimum quantity of fallow or green crop must not be less than one-sixth of the whole. The maximum proportion of corn crop is limited by custom. Two wheat crops in succession, or wheat after barley, or barley after wheat, is not allowed. The tenant may not sell off hay, straw or roots, except potatoes and carrots.</p>
Right of incoming tenant.	<p>No special privileges are allowed the incoming tenant, his rights are regulated by the outgoing tenant's permission. The outgoing tenant is allowed to retain possession of the barn and stack-yard for a reasonable time to thresh his stacks. No custom as to away-going crops exists.</p>

The outgoing tenant is liable for the labour required to put the buildings, fences, drains, ditches and roads in tenantable repair.

Cam-
bridge.

CHESHIRE.

Cheshire.

Usually Lady-day entries prevail throughout the county. In North Cheshire the outgoing tenant takes an away-going wheat crop, and is allowed full value of seed and labour for the growing clover or grass seeds, the full value of the unapplied manure and the cost of hauling it to heaps or to the field. The remaining white pea and bean straw is valued at per ton, and the outgoing tenant has two-thirds of this and also two-thirds of the value of the remaining meadow hay.

Entry.

Allowance
to outgoing
tenant.

In the Macclesfield district, the outgoing tenant gets for the growing wheat crop, if after green crops, one-half; after bare fallow two-thirds of the cost of seed and labour, and the full value of seed and labour on the growing clover and grass seeds, if the young seeds have not been eaten by sheep since harvest. Unapplied farmyard manure in most cases belongs to the landlord; but if carted on the land and spread, it is allowed for at a fair valuation.

In the Nantwich district, the allowance for growing wheat, clover and grass is the same as in the Macclesfield district. No allowance is made for manure; but the whole of the carting is allowed for. The remaining white straw is valued at per ton, two-thirds of this allowed the outgoing tenant.

Cheshire.

Allowance
to outgoing
tenant.

In the Middlewich, Northwich and Broxton districts, the same rule applies as to the growing wheat, clover or grass seeds as in the Macclesfield district. In Middlewich, the whole cost of the haulage of manure is allowed for, and two-thirds of the value per ton of the white straw. The outgoing tenant usually reaps his share of the wheat crop; sometimes he takes the straw belonging to his share of the crop, sometimes he leaves all the straw on the farm.

In Northwich, two-thirds of the value per ton of the unapplied manure is allowed, and two-thirds of the value per ton of the pea and bean straw.

In the Broxton district, two-thirds of the value per ton of the remaining white straw is allowed for.

In the Wirral districts the outgoing tenant is allowed one-half or two-thirds of the value of the seed of the growing wheat crop; but has to leave all the straw on the farm. He is allowed the full value of the seed and labour on the growing clover and grass, if the young seeds have not been eaten by sheep since harvest. In most cases the manure belongs to the landlord; but the full cost of haulage to heap or field is allowed. The white straw and the pea and bean straw is allowed for at a consuming price per ton.

Feeding
stuffs.

A custom of allowing for oil-cake consumed in the last year of the tenancy is gradually arising in all the districts but North Cheshire and Nantwich, the scale of payment being one-half of the value of that used in the last year, one-third in the

last year but one, one-fourth if used in the year before. The usual rule is that there is no allowance for purchased manure and feeding stuffs; but the outgoing tenant takes two-thirds of the crop after a summer fallow, and one-half after a green crop.

Cheshire.
Purchased
manure.

In North Cheshire, for liming arable and pasture land, if done in the last year of the tenancy, the full value is given; if in the previous year one-third of the value as to arable, one-seventh as to pasture. In Northwich, if the land is not sown, one-quarter of the cost of liming for each of the four years following is allowed. The custom of allowing for boning with undissolved bones has only lately arisen; but the rule is, in the Macclesfield district, if applied to hay crop, three-quarters of the cost in the last year, and one-fourth annually deducted for that applied in previous years; if to pasture, the whole cost if in the last year, and one-fourth annually deducted. The same rule for the four years applies to Nantwich. In Northwich, if the land is not sown, the allowance for boning is spread over eight years, one-third being annually deducted. For laying down new pasture, if in the last year, the full cost is allowed; if in previous years, the landlord usually pays the cost of the seeds; and in the Macclesfield district the labour for sowing them.

Special
cultiva-
tion.

Boning.

In North Cheshire, for tile drainage, if the landlord finds the tiles, the full cost of labour if done in the last year is allowed, and deduction for each year since it was done; if the tenant finds the tiles, one-fourteenth is deducted for each year (much

Drainage.

Cheshire. recent drainage has been done on the faith of the tenant remaining at least fourteen years). For filling up ponds, ditches, &c., if with the landlord's consent, the full value if in the last year; one-fifth is deducted for each year. For planting fruit trees and erecting fencing, the full cost if in the last year; if in previous years, one-seventh for each year (the rule is the landlord finds paint and rails, the tenant labour). For making wells, the full cost in the last year, one-fourth for each preceding year. The full cost of planting orchards in the last year. If the tenant found the materials and erected wooden buildings, he can remove them at the end of the tenancy.

Permanent
improve-
ments.

Liabilities
of tenant.

Except in North Cheshire and the Wirral district, the tenant is liable for one-third of the value of the hay and straw sold during the last year of the tenancy, but the claim is very seldom enforced. For mowing old pasture in North Cheshire the damage is generally left to valuation. In the Broxton district there is generally a fine of 10*l.* an acre for breaking up old pasture. In North Cheshire the damage for neglect of gates, fences and buildings is usually estimated by valuation. Throughout the county the minimum proportion of fallow runs from one-third to one-eighth. In the Nantwich district the corn crops are not to be more than three-fourths of the farm. Throughout the county not more than two white straw crops may be taken in succession. The sale of hay and straw is usually forbidden, and when allowed either an equivalent in manure has to be brought back or the price expended in manure.

The incoming tenant is generally allowed to enter on the 2nd February to plough the land for fallow and green crops. In the Nantwich district the incoming tenant gets the meadow land on 29th December, except one field called an outlet, and the barn and buildings these he gets May 1st or May 12th.

Cheshire.

Allowances
to incoming
tenant.

The outgoing tenant takes an away-going crop of wheat, one-half after green crop, two-thirds after summer fallow.

Way-going
crop.

The landlord puts the buildings in repair at the commencement of the tenancy, and the tenant is expected to maintain them on being allowed materials in the rough.

Repairs.

CORNWALL.

Cornwall.

The entries are usually Lady-day or Michaelmas —Michaelmas the most usual. The tenant has the barns till Christmas to thresh the corn; the incoming tenant enters on arable land for the wheat and tillage. The Lady-day holdings are mostly in the north and north-east of the county. Midsummer and Christmas takings are dying out.

Entry.

The outgoing tenant is paid for the growing wheat crops, and the labour on the barley, oats, turnips and root crop; as to cultivation, the labour in respect of the fallow is allowed. As to farm-yard manure, the custom varies as to the incoming tenant paying for it; the haulage is always paid for. Hay and straw is generally taken at a valuation, and also the growing roots at a spending price.

Allow-
ances to
outgoing
tenant.

Cornwall.Purchased
manure.

No custom exists as to compensation for purchased manure and feeding stuffs; nor as to any permanent improvement.

Drainage.

Drainage is usually done by the landlord and tenant jointly—the landlord finds pipes and pays for cutting the drains, the tenant pays for filling them in.

On Lady-day holdings the incoming tenant enters at Christmas or Candlemas, and prepares the land for the spring corn; on a Michaelmas tenancy, he enters at Midsummer to prepare a wheat tillage and cultivate roots.

Repairs.

The outgoing tenant is liable for all necessary repairs to gates, fences, thatched roofs, and the landlord being liable for slate roofs.

The owner usually erects the necessary buildings, and keeps the walls and roofs in repair. All the other outside work, and the whole of the inside, is done by the tenant. Some owners do all drainage and other permanent work at their own cost, the tenant paying a percentage by way of additional rent, other landlords only pay for a part. The tenant keeps all orchards, plantations, gates and fences in repair, if they have first been put into repair.

Cumber-
land.**CUMBERLAND.**Entry.

The usual entry in this county is Candlemas, 2nd February; but Lady-day tenancies are now growing up.

Allowances
to outgoing
tenant.

The outgoing tenant is generally allowed the seed and labour for growing wheat, barley and oats, the rent, rates, taxes and labour for all

fallows in the last year. The cost of the seed and labour to the growing clover and grass seeds. Cumber-land.

No regular custom for purchased manures and feeding stuffs (in some cases tenant is paid for artificial manure on dead fallow), nor for permanent improvements. Purchased manure.

If a Candlemas entry, the outgoing tenant is bound to keep up the full stock of horses and cattle to the end of the term; but he may then sell off the remaining hay and straw. If a Lady-day entry, the outgoing tenant has to consume two-thirds of the hay, straw and roots. If the entry is Candlemas, the outgoing tenant retains the buildings to consume the remaining hay, straw and roots, and has to leave the manure gratis. Outgoing tenant is liable to make good damage to gates and fences, so as to leave them in a tenantable repair. He may sell off one-third of the last year's crop of hay and straw if he has kept up his full head of cattle and horses, and leaves the manure gratis. Rights of outgoing tenant.

A peculiar custom, called heafing, exists on the sheep farms; the landlord finds so many sheep (the number is defined by agreement), and on the tenant leaving the stock is valued: if over average, an allowance is made the outgoing tenant; if under average, he makes good the loss. Heafing.

In some parts the landlord does drainage and charges the tenant five per cent. on the outlay; tenant hauling all materials free. The landlord keeps the roofs, walls, main timbers of buildings Permanent improvements.

**Cumber-
land.**
Repairs.

in repair, and sometimes gives wood for gates and fences; any machinery and fixtures that may be put up usually belong to the tenant, except machinery used in connection with water power, which belongs to the landlord. The tenant keeps in repair doors, windows, gates, gate-posts, fences, ditches, and, as a rule, does at his own cost all permanent improvements and additional buildings.

If the tenancy begins at Candlemas, the incoming tenant can enter on land for fallow or potatoes in the previous autumn.

**Cultiva-
tion.**

Tenant is bound to consume half the crop of hay and straw on the farm that has been grown the last year, and to leave the dung for the incoming tenant. He may sell everything else off. On bare fallow, in last year labour, harrowing, rent, tithes and taxes are paid for; and if in the preceding year, the cost of seed, growing corn, and the labour for carting out the manure on the fallow, is allowed for; no allowance made for any manure in the soil. Hay, straw and roots are taken at a consuming price; that is, about two-thirds of the market price. Bare fallow from 2*l.* 10*s.* to 5*l.* 10*s.* per acre. Fallow often costs about 2*l.* per acre. Seeds, 10*s.* to 12*s.* per acre.

DERBYSHIRE.

**Derby-
shire.**
Entry.
**Allowances
to outgoing
tenant.**

Entries, Lady-day the rule; but often Old Lady-day, April 6th.

The outgoing tenant is allowed the wheat crop after a fallow on paying the half-year's rent, rates

and taxes. No allowance is made for growing barley, oats, beans or peas. The full value of the growing clover crop when the young layer has not been stacked. As to tillage, winter ploughing is taken to by the incoming tenant at a valuation. The usual course is to take the cost of labour for the fallow, cost of manure, seed, artificial manure and year's rents and rates; and from this total deduct half the value of the crop, and the balance is the sum the tenant receives. No allowance for the remaining manure, straw and hay. No regular allowance for purchased feeding stuffs or purchased manure; but bones, lime, guano and rape dust are often allowed for. Bones one year, if pasture; three years, if arable; and in some places one-third or one-half of the cost of the oil cake in the last year is allowed. On some estates an allowance for lime and bones is spread over three years; in others, over five years. The usual rule is, as the tenant paid on entering, so he is paid on leaving. No customary allowance in respect of permanent improvements.

Derbyshire.

Allowances to outgoing tenant.

Manure and feeding stuffs.

No fixed rule as to claims against tenant for selling off produce; nor for neglect or violation of good husbandry: no restriction on cultivation or sale of produce; but hay and straw not usually allowed to be sold. The incoming tenant prepares the land for the spring crops; he is allowed room in the farm for housing his horses and servants. The tenant often claims to be entitled to hold until Old Lady-day, April 6th, and to enter on February 1st to plough stubble and manure meadows. The outgoing tenant claims to be entitled to the fallow

Restrictions on tenants.

**Derby-
shire.**

wheat crop. The occupier has to keep the buildings, gates and fences in repair.

**Devon-
shire.**

DEVONSHIRE.

Entry.

The time of entry is, as a rule, Lady-day or Michaelmas. Sometimes Christmas tenancies are met with.

**Allowance
to outgoing
tenant.**

The outgoing tenant in East Devon is entitled to the full value of the seed and labour on the growing wheat crop, clover or grass seeds; and in Central Devon to this, and also to labour on the growing barley and oats.

In Central Devon, the tenant is paid the full value of the workings on a bare fallow in the last year of his tenancy. In East Devon, the full value of the remaining manure at so much per ton. In Central Devon there is no custom to permit the outgoing tenant selling or taking it away; but he is allowed the full value of the haulage to heap or field. In both divisions of the county he gets the full value of the white straw at so much per ton, and in East Devon the same for the pea and bean straw. In Central Devon the full value of the remaining hay is allowed for, and of the uncut aftermath. In East Devon the whole of these matters are usually regulated by an agreement between the outgoing and incoming tenants.

**Purchased
feeding
stuff.**

No customary allowance for purchased feeding stuffs or artificial manure seems to exist, nor for any permanent improvements.

There seems to be no regular custom in this county as to the liabilities of an outgoing tenant

for selling off produce on quitting his farm. The custom is said to be that, in the absence of agreement, he helps himself to as much of the produce of the land as he can get out of the farm. No customary allowance is made by the landlord or incoming tenant, and so no customary claim or set-off for dilapidations or deterioration exist. For breaking up old grass land and damage to plantations, coppice and timber, the full value of the damage done, as estimated by respectable farmers and land agents living in the district, would be recoverable. Heavy penalties are usually inserted in agreements for short tenancies, which are the rule in Central Devon. There are no customary restrictions upon management of the farm, cropping or sale of produce.

**Devon-
shire.**
—
Liabilities
of outgoing
tenant.

If the tenant leave at Lady-day he only sows the wheat crop by agreement.

The landlord repairs the walls, slated roofs, and sometimes the doors and floors; all other repairs are done by the tenant.

Repairs.

DORSETSHIRE.

Dorset.

Lady-day is the usual time of entry.

Entry.

The outgoing tenant is allowed the full value of the labour and seeds for the growing wheat crop. In the Blackmoor Vale, when wheat is grown after artificial manure has been applied, half the expense of the previous crop is also allowed. In Central Dorset, the full value of the seed and labour of the growing barley and oat crops; and here and in the Blackmoor Vale the full cost of

Allowance
to outgoing
tenant.

<u>Dorset.</u> Allowance to outgoing tenant.	the bean and pea crop. As to clover or grass seeds in the Blandford district and Central Dorset, the full value of seed and labour is given. In Central Dorset, clover seed and labour are allowed, but in some cases the outgoing tenant is bound to harrow in the seed gratis. In the Blandford district, the saintfoin is allowed for—the full cost of the seed and labour if in last year, two-thirds if planted last year but one, one-third the year before that. No payment if planted over four years.
Tillages.	As to tillages the full value of the workings of bare fallows in the last year are allowed in Central Dorset, and part of the rent, rates and taxes. In the Blackmoor Vale, if extraordinary cultivations are required, they are allowed for. The full value of carting and filling the remaining farmyard manure is allowed for in Central Dorset, and any straw required for thatching is paid for. The root crop is generally bought by the incoming tenant at a consuming price.
Feeding stuffs.	With regard to feeding stuffs in Central Dorset, one-fifth of the value of the oil and cotton cake consumed in the last year is allowed. In the Blandford district, 30 per cent. of the cost of linseed cake if no corn crop has been taken, and the whole outlay does not exceed 20 per cent. of the rental, is allowed.
Purchased manure.	For purchased manures in Central Dorset and Blandford district, as to guano, 15s. in the pound if applied in the last year, 10s. if in the preceding year, 5s. in the third, and 3s. in the fourth, are usually allowed; if a corn crop be taken nothing

is allowed. The two years' value of the manure is not to exceed 30s. per acre. In some cases the value is spread over two years—10s. the first, and 8s. in the pound the second. One-fifth of the value of rape-cake is allowed.

Dorset.

Purchased
manure.

For the *drainage* the allowance is spread over 10 years. If in the last year, the full sum; the 2nd, 18s.; 3rd, 16s.; 4th, 14s.; 5th, 12s.; 6th, 10s.; 7th, 8s.; 8th, 6s.; 9th, 4s.; 10th, 2s.

Drainage.

Chalking is spread over 8 years. If done in last year, full sum is allowed; if 2nd, 18s.; 3rd, 16s.; 4th, 13s.; 6th, 10s.; 7th, 7s.; 8th, 4s. The allowance is only made if the price and quantity per acre is previously agreed upon.

Chalking.

Liming, if used by itself or with common mould, if done in last year and no corn crop taken, the full value; the 2nd year, 15s.; 3rd, 10s.; 4th, 5s. This is the heavy land scale; the light land and pasture are allowed three-fourths if done in last year, and 10s. and 5s. respectively for the previous years.

Liming.

Boning, if done in last year and tenant quits without taking a corn crop on arable and light pasture, the allowance is, 1st year, if tenant leave without taking a corn crop, 15s.; 2nd year, when a corn crop has been taken, 7s. 6d.; 3rd year, when corn crop has been taken, 3s. The allowance for bones is not to exceed three sacks per acre.

Boning.

For manuring with rape cake, if done in the last year, one-half of the cost is allowed.

Rape cake.

Guano, for root crop, superphosphate of lime, and all other purchased manure used for corn crop on medium soils, are allowed for on the same scale; if

Guano.

Dorset. for turnips or green crops, the compensation is spread over two years—for the 1st year, 15s. in the £; for the 2nd, 8s. in the £.

Guano.

Stone draining. For stone draining, the full value in the last year, and one-eighth per cent. preceding year, is allowed in Central Dorset. For stone draining, if with landlord's written consent, full value in last year; the allowance for previous years is 18s., 16s., 14s., 12s., 10s., 8s., 6s., 4s., 2s. in the £.

Planting fruit trees. For planting apple trees, if in last year, the full value of the trees and labour is allowed for, and up to the 6th year according to the increased value. From the 6th to the 12th year no increase of value is allowed. After the 12th year they become the landlord's property.

Making ponds. Making ponds, tanks, laying out water meadows and irrigation works generally, if landlord finds materials and tenant carriage and labour, the value is spread over 10 years. 1st year outgoing tenant gets 20s. in the £; 2nd, 18s.; 3rd, 16s.; 4th, 14s.; 5th, 12s.; 6th, 10s.; 7th, 8s.; 8th, 6s.; 9th, 4s.; 10th, 2s.

Fences. Hedges planted by tenant with landlord's consent are paid for at a valuation. If landlord does them he is paid 5 per cent. on outlay. Saintfoin is paid for according to value; but value is not spread over more than four years.

Liabilities of outgoing tenant. The outgoing tenant is liable for the sale of hay, straw and roots, which by custom should be fed off on the premises by a fixed date or left for incoming tenant. The incoming tenant often takes the root crops at two-thirds market price. Tenant is liable for damage for mowing old pas-

ture, taking more than two white straw crops in succession, having too small a proportion of fallow, for having foul or neglected land, or for breaking up old pasture. The amount is usually settled by arbitration. The same rule is applied to any land not left in a proper husbandlike condition.

Dorset.

**Liabilities
of tenant.**

Flax is sometimes prohibited. One-half of fallow or green crop is the minimum proportion usually permitted in the Blackmoor Vale, and one-half is the maximum amount of corn allowed in all the districts. On the chalk soil wheat may only be grown once in four years. More than two white straw crops in succession are usually prohibited. Fodder of all kinds and hay and straw may not be sold off, but consumed on the farm. In the Blackmoor Vale the incoming tenant takes to the unconsumed hay at a feeding price.

**Restriction
on cultivation.**

An incoming tenant generally enters the turnip and meadow land on the 1st April, the pasture and down land with the year's old crops on the 1st July, the remainder of the arable land on the 10th October, and on the 6th July the following year the remainder of the houses, barns and stables. He is allowed stabling and straw for food and litter for a certain number of horses, the use of the yard for turning up manure, part of the farm house and cottage for carter and shepherd.

**Rights of
incoming
tenant.**

In Central Dorset, a Lady-day tenant takes possession of the water meadows in January or February, to commence irrigating them. A Michaelmas tenant enters the wheat land in July or August, to haul out dung and get his ploughing done. In the Blackmoor Vale the incoming tenant enters in

<u>Dorset.</u>	July, to put in his turnip crop. Sometimes rent is allowed, but usually nothing.
Rights of outgoing tenant.	The outgoing tenant keeps the barns for thrashing and yards for feeding his hay and straw until the following April.
	An outgoing Lady-day tenant, if he takes an offgoing crop, holds the ewe leases till July 6th—the arable land under corn till October 10th, and the barn-yard, part of stables, and the whole or part of the farm house, and some of the cottages till July 6th—in the next year.
Way-growing crops.	In Blackmoor Vale, the use of the yards, sheds, barns, and part of the dwelling house is retained for six months after Michaelmas. As to away-growing crops, the custom is to leave as you entered.
Repairs.	As to repairs to buildings, fences, gates, &c., if the tenant took them in repair he is expected to leave them in repair. In many cases landlords find materials for repairs and gates and posts, the tenant finding half the labour, and for this he is liable. He is usually liable for the cartage of materials, straw for thatching, and half the cost of labour for repairs.

Durham.**DURHAM.**

Entries.	The entries are usually from Old May-day, 13th May; but some Michaelmas tenancies are found.
Allowance to outgoing tenant.	Outgoing tenant is paid for fallows and for the hay and straw and the growing root crop at a consuming price.
	No recognized custom for purchased feeding

stuffs and artificial manures, nor for any permanent improvement. Durham.

The tenant takes an away-growing crop on from one-half to two-thirds of the arable, but has to leave the straw for nothing for the incoming tenant, and he must be careful to take his away-going crop from land in a proper state of cultivation. Way-growing crops.

The incoming tenant, if it is a May taking, can enter on the arable land in January or February; and the outgoing tenant gives up the part pastured the preceding year, on April 6th, and the rest on May 13th. Incoming tenant can enter six months before and plough all lands he may plough; he is entitled to all the manure made on the land for the previous six months for nothing. He may sow grass seeds among the outgoing tenant's corn. The outgoing tenant may sow half the tillage, and retain possession till the following harvest, and have the joint occupation of the barn and stackyard for threshing his outgoing crops. The outgoing tenant keeps the barn and stackyard to the next Lady-day on his threshing out his crops so as to give the incomer a regular supply of straw till Lady-day. As to Michaelmas tenancies, the outgoing tenant goes at Michaelmas and is paid for his acts of husbandry. Right of incoming tenant.

There are no prohibited crops, and no special conditions as to the sale of crops; but in no year should more than half the tillage be in white straw crops. Two white corn crops are not to be taken in succession. Near towns it is customary to Rights of outgoing tenant.

There are no prohibited crops, and no special conditions as to the sale of crops; but in no year should more than half the tillage be in white straw crops. Two white corn crops are not to be taken in succession. Near towns it is customary to Restrictions on cultivation.

Durham.	sell off produce ; but away from towns all straw,
Restric-	hay and turnips must be consumed on the farm.
tion.	Tenant is liable for dilapidation for gates, fences
Repairs.	and buildings, except to walls, timber and roofs.

Essex.	ESSEX.
Entries.	The entries are usually at Michaelmas.
Allowance to outgoing tenant.	The outgoing tenant is usually allowed rent, taxes and labour for fallow in last year of tenancy, for seed and labour, for turnips, mangold and green crops for cattle ; and the same for clover and grass if the land was fallowed the previous year. Remaining hay is paid for at three-fourths market value. The incoming tenant pays cost of threshing out crops and carting the grain, and for that gets the straw. Remaining manure is measured at per yard and paid for by incoming tenant. No compensation for purchased manure and feeding stuff, nor for any permanent improvements. No way-growing crop is allowed. No customary claim exists for produce sold off by the tenant.
Restric- tions on cultiva- tion.	On the four course shift the tenant is not allowed to overcrop without manuring, to take successive white straw crops, to have an excessive quantity of fallow, nor to damage trees or plantations ; nor break up old grass land.
Liabilities of tenant.	The tenant is only liable for actual damage done to buildings, gates, fences, drains and roads, during the twelve months preceding his quitting. Incoming tenant has no customary right of entry before his term begins. The outgoing tenant may

retain the use of the barns and granary, if he leaves at Michaelmas, till the next Lady-day. Essex.

In the absence of a lease or written agreement, the occupier is bound to farm in accordance with custom, which varies. An inventory, duly attested, is the usual guide on leaving. If that does not exist, the four course system is followed, that is—1 year, fallow, roots, tares and green crops; 2, barley; 3, half layer half pulse and wheat. This is substantially the rule; but the identical crops need not be followed out, *i. e.* on clay land it would be no harm to grow three-fifths wheat and one-fifth oats, instead of two-thirds wheat and four-fifths barley; but four-fifths white straw, allowing for the different sizes of the fields, must not be exceeded. Cultiva-
tion.

The consuming value of the hay is got at by deducting the cost of cutting, hauling to market, and other expenses, and deducting them from the present market value of hay. The incoming tenant gets the straw, chaff and threshings, for threshing and delivering the corn grown in the last year. He pays by valuation for all hay, manures and composts left on the farm at Michaelmas; also for ploughing, harrowing and rolling, not above five clean earths, and a rove, and also the rent of the fallow, varying from one half to the whole. Sale of
produce.

The following information has been kindly supplied as to SOUTH ESSEX. South
Essex.

The usual period of entry is Michaelmas. The outgoing tenant harvests the growing crops of wheat, barley, oats, beans and peas. Entry.

South Essex. Allowance to outgoing tenant.	The growing clover is usually taken by the incoming tenant at feeding value, but in many cases an agreement is made for the outgoing tenant to receive the market value for it. For the growing grass seeds the incoming tenant pays the cost of seed and labour. Of the growing root crop for consumption, the incoming tenant pays the cost of tillage, manure, seed, labour and cleaning the crop; in some cases, by special agreement, he pays rent and rates as well. No allowance is made for other growing crops for consumption.
Tillage.	In cases of cultivation for bare fallow, the tillage, labour and manure are usually allowed for, and very often the rates and taxes by special agreement; for half fallow, tillage and labour is allowed for, but no portion of rent or taxes.
Manure.	The value of the unapplied manure is allowed for; the price usually depends on the quality of the manure, whether the cattle has been fed on corn or cake.
Straw.	The remaining white straw, bean and pea straw are all allowed for at a consuming value, but the wheat straw is paid for at the market price. The old custom, and one that is still frequently practised, is for the incoming tenant to thresh all the corn and carry it out for the straw.
Hay.	The hay is paid for at a consuming price, but very often by agreement at market prices. No allowance is made for clover lea ploughed in, nor for aftermath, as the outgoing tenant might have fed it off. No customary allowance for paring and burning or deepening staple of soil; very little, if any, is

done. The growing underwood in woods is paid for at market value. No allowance for any in hedgerow.

South
Essex.

The tenant usually hauls the material for repairs without charge; the landlord usually finds them.

The tenant is not entitled to any away-going crop, nor to retain any part of the holding after the expiration of the tenancy. It is now very seldom indeed that an incoming tenant takes possession of any part of the farm till Michaelmas, the old custom to enter to make fallows having died out.

Way-
going
crops.
Right of
incoming
tenant.

As to tenant's liabilities as to cultivation. He may not mow pasture more than once a-year. He must manure with dung once in four years. The damage done by over-cropping without manuring is left to valuation. The old custom was not to take two white straw crops in succession, but it is now usually allowed to take two wheat crops, then barley or oats.

Liabilities
as to cul-
tivation.

For foul or neglected land, or breaking up old grass land, the damage to be paid is left to the valuer. Growing hemp, flax, mustard, or more than a specified quantity of seeds, is forbidden. If two white crops are taken in succession, the land must be manured with sheep and dung. Two-fifths to a half is the minimum proportion of fallow or green crop allowed, and one-half to two-fifths the maximum proportion of white. It is forbidden to take three white straw crops in succession. The four or five course shift during the whole tenancy is the common rotation prescribed.

Liabilities
as to neg-
lect.

**South
Essex.****Liabilities
of outgoing
tenant.**

For dilapidations from neglect of gates, fences, roads, doors and buildings, the tenant is usually not liable for more than the labour of putting them to rights. He is also liable for the amount the valuer may find for damage to plantations, coppices and timber. The sale of roots, hay, straw and fodder is forbidden unless an equivalent is brought back in dung, corn or cake, and consumed on the premises. The railways have interfered with the old customs. When a farm is near a station and can be supplied with dung, and the produce sold to advantage, the tenant is allowed to sell off most things if he brings back dung free. On farms a long distance from rail or water, the old custom still prevails. Farms in the district alongside the Thames, where manure can be easily obtained, are held under very liberal covenants. No fallow and half dressings paid for. These farms are partly cultivated as gardens. Everything now depends on situation and soil, so much so that the agreements even on the same estate vary greatly. The old Essex custom was based on a principle so that the incoming tenant had very little to pay on entry: this by degrees has been greatly altered. Formerly the dung belonged to the landlord, and only the labour upon it was paid for. Now the dung is paid for according to quality. The hay and straw were all left for the outgoing tenant to fodder out, he having until the May after the tenancy expired to do this. But this is quite out of date now. There is very often a covenant that a tenant may sell off hay and straw if he consume 40s. worth of cake or corn for every load sold off.

GLOUCESTERSHIRE.**Gloucester**

The entries vary in different parts of the county. In the Cotswold, Lady-day; in the Vale, Michaelmas; on the Hereford and Monmouth border, Candlemas.

Entries.

In the Cotswold, Cirencester, Stow-on-the-Wold, Tewkesbury districts, and the district east of Cheltenham, the full value of the labour and seed of the growing wheat, barley, oat, bean, pea, clover and grass seed crops are allowed the outgoing tenant. In the Tewkesbury district the incoming tenant pays for the seed and labour of the clover or grass seed crop. In the Vale of the Severn only young seeds are paid for; nothing is allowed for old seeds. In the Tetbury district the outgoing tenant can only plant the barley by the incoming tenant's consent; if he has this he is paid in full. In the Berkeley district the incoming tenant takes the wheat and other growing crops by a valuation at Lady-day.

**Allowance
to outgoing
tenant.**

The full value of the labour and seed of the growing root crop is allowed in the Cotswold and Cirencester districts, the district east of Cheltenham, and the Berkeley district. In the Ledbury district the full cost of labour is allowed. In the Tetbury district the roots are valued to the incomer at per cart load. West of Cheltenham sometimes the whole root crop is allowed for, sometimes only the workings. East of Cheltenham and in the Berkeley district the full value of any other crops growing for consumption is allowed.

As to tillages, the full costs of working the fallow are allowed in the Cotswold, Cirencester, Stow-on-

Gloucester the-Wold, Tetbury, and East of Cheltenham districts. In the Vale of the Severn the full cost of working and the whole of the rent is allowed, the rates and taxes being apportioned between the incoming and outgoing tenant. West of Cheltenham all the labour, rent, rates and taxes are all apportioned to the day of quitting. In the Berkeley district all the labour and half the rent, rates and taxes up to quitting are allowed for.

Allowance
to outgoing
tenant.

The full costs of extraordinary cultivations are allowed in the Cirencester and East Cheltenham districts. In the Vale of the Severn a part only.

Unapplied
manure.

The full value of the unapplied farmyard manure is allowed in the Berkeley district. In the Vale of the Severn nothing is allowed for the manure, but any labour on it is paid in full. East of Cheltenham the manure is allowed for per cart-load. In the Cotswold, Cirencester, Vale of the Severn, Tetbury and Berkeley districts the full cost of hauling to heaps or fields is allowed. In the Cotswold, East Cheltenham and Berkeley districts the remaining wheat straw is paid for, being valued at per ton; in the Tetbury district it is valued at per acre. In the East Cheltenham and Berkeley districts the remaining pea and bean straw is valued at per ton; in the Tetbury district at per acre. The full cost of stacking is allowed in the Stow-on-the-Wold, Tetbury and East Cheltenham districts. In the Cotswold the remaining meadow and other hay is paid for by the incoming tenant. In the Vale of the Severn the uncut clover, hay and seeds, and the uncut aftermath are allowed for.

Straw.

In the Ledbury district the only allowances are for manure, hauling and labour, growing clover, seeds and labour; fodder and straw are taken at a consuming price; white straw 20s. per ton; bean and pea straw 12s. 6d. to 15s. per ton.

Gloucester

Allow-
ances to
outgoing
tenant.

In the Cotswold Hill district, if the wheat crop follows a green crop, the tillage and manure are allowed for, less the value of the green crop the outgoing tenant took. The payment to be made for extraordinary cultivation is left to the valuer. If the outgoing tenant feeds off any part of the root crop, a deduction is made for the value; straw is allowed for at a spending price, *i.e.*, two-thirds of market price. On a Michaelmas entry the outgoing tenant holds over the yards and consumes the hay, unless the incoming tenant chooses to take it at a spending price, which he often does. The outgoing tenant feeds off all herbage on the stubble and aftermath, except on land on which by custom the incoming tenant enters to plough, for which no allowance is made. Hay is paid for at a spending price.

Cotswold
district.

In the Stow-on-the-Wold district the custom is to go out as you came in.

In the Tewkesbury district the outgoing tenant retains three-fourths of the arable land for his outgoing crop, and is entitled to barn and yard room for consuming the straw and keep, stable room for horses (according to size of farm) for hauling out the crop, and two rooms in the house for lodging of men until the Lady-day following, the whole free of rent, rates and taxes. The incoming tenant is entitled to the whole of the pasture land and one-

Tewkes-
bury
district.

Gloucester

Allow-
ances to
outgoing
tenant.

Tewkes-
bury
district.

fourth of the arable land, and the dwelling-house, except two rooms, from the time the tenancy begins. It is usual for the outgoing or incoming tenant to plant clover seed on a portion of the land held by the outgoing tenant. If the outgoing tenant plants, the incoming pays the cost of seed and labour.

There is no compensation allowed for manure, excepting for the labour in throwing it up in yards or hauling it out in the fields where it may be required for the next crop.

The general custom as to cropping would be one-half in white straw, a portion of which should be laid down in clover seeds, and the remainder beans, peas, vetches or fallow if required.

Michaelmas take, old or new. The outgoing tenant (when not provided by agreement) is entitled to the use of two rooms in the house for the lodging of a workman, the barns for threshing and housing the corn, the yards to spend the straw and keep in, and stable room for horses (according to the size of the farm) for hauling out last year's crop of corn, to Lady-day after the expiration of the tenancy. All acts of husbandry and manuring done in proper season are paid for according to value. Clover seed sown is paid for at prime cost, and also labour of planting.

In all cases where hay and straw are sold to go off it is customary to bring back on the farm for every ton sold two tons of good rotten manure.

Although in many places in this district a tenant by agreement is prohibited from planting two white straw crops in succession, it is now the

custom to plant barley or oats after wheat, laying the ground down in clover seeds for the following crop.

Gloucester
Allow-
ances to
outgoing
tenant.

On the light land (Michaelmas take) in this district where roots are planted it is customary for the incoming tenant to pay for all acts of husbandry, manuring, artificial or otherwise, and seed according to value.

In the Vale of the Severn in some cases the outgoing tenant takes an off-going wheat crop; in this case he claims nothing by custom for the labour, as the incomer has a right to come on to plough in November. But this does not extend much to the east of the River Severn; there it assimilates more to the Cotswold Hills custom; while on the western side of the Severn the Lady-day taking assimilates more to the Herefordshire custom, namely, the off-going tenant takes an away-going crop on one-third of the arable land, and retains a portion of the house and buildings for harvesting and threshing it. If a Candlemas entry, he retains the homestead till May 1st; the incomer has room for horses and men, and comes to plough stubbles on November 1st. This wheat crop is supposed to compensate the tenant for his improvements, &c., and he can claim nothing else by valuation, custom or otherwise. In no case are other than young seeds allowed for, old seeds never. Root crops are usually put at the cost of producing them, cleaning the land, manuring and expenses incurred. The workings since the last corn crop are allowed, and rent on fallow crops. Rates and taxes are apportioned. Farmyard

Vale of
Severn.

Gloucester

Allow-
ances to
outgoing
tenant.

manure is paid for at the price of any labour performed on it. Straw is valued at consuming price per ton or per acre; this varies according to circumstances, some years it is worth 10s. to 15s. per ton, other years not worth 5s. Hay is allowed for at full value.

Tetbury district.

In the Tetbury district the tenant has no right to plant the barley without consent of the new comer, and this rule applies to other spring crops. But when he does it he is paid all costs in full. The tenant is paid the full cost of raising the last year's root crop, whether left by him at Michaelmas or consumed by him before quitting at Lady-day; but nothing is allowed for the root crop of the previous year. The tenant can only claim for haulage and manual labour to manure. He is paid the spending value for wheat straw left unconsumed, but must consume all other fodder unless the tenant elects to take it at a spending value. This applies to hay as well as straw from Lent corn.

Cheltenham.

In the district east and north of Cheltenham the unapplied manure is valued at per cart load.

In the district west of Cheltenham sometimes the whole of the root crop is allowed for, sometimes only the workings or fallow. Rent, rates, and taxes are apportioned to the time of quitting, and paid by the tenant to that time. Straw and hay are valued at consuming price.

In the Forest of Dean there are no particular customs, the takings are principally at Lady-day; an off-going crop of wheat on one-third of the arable land, with a right of fold room to consume

the straw, and in some instances a right to two rooms in the farmhouse till the May following the expiration of the tenancy. In one instance a tenant retained possession of part of the house until the May twelve-months following the expiration of his tenancy.

Gloucester

Allow-
ances to
outgoing
tenant.

The incoming tenant can only enter on any part of the farm before Lady-day by leave. Not a single furrow is turned till the new tenant has taken possession. Of late years, in valuing, all acts of husbandry properly performed, such as ploughing, planting, carting manure out, are allowed for, and also all unconsumed hay of the last year's growth at consuming price, provided more land has not been mown than customary, and the outgoing tenant has kept his usual number of stock.

In West Gloucestershire the wheat crop is taken by valuation on the ground at Lady-day. The barley and peas are not in till after March, and out before Michaelmas. If there are any other crops at Michaelmas they are taken by valuation. Roots, if in the ground, are allowed for at full cost of seed and labour, and if fed off on the farm at half the value of seed and labour. Farmyard manure valued at per load. Straw at per ton.

In the Cotswold district a custom is arising to agree to an allowance in respect of purchased feeding stuffs, but it was not in 1874 an established custom, and the same remark applies to the Vale of the Severn. There would seem to be no custom in the other Gloucestershire districts.

Purchased
feeding
stuffs.

For artificial manure the full value for guano,

Gloucester nitrate of soda, sulphate of ammonia, blood manure, special concentrated manure, bone dust, superphosphate of lime, ashes, night soil and town manure, applied to roots or green crops in the last year of the tenancy, is allowed in the Cotswold, Cirencester, Vale of the Severn and Tetbury districts. In Cirencester an allowance is made for guano and bone dust in the last year but one, and for bone dust in the district west of Cheltenham. The value of the root crop, if fed off by the outgoing tenant, is usually deducted.

Allow-
ances for
artificial
manures.

For thorn draining in the Cirencester district, if done in the last year, the full value is allowed : in the Tetbury district no improvement to the soil, except as a preparation for the last crop of roots, is allowed for. The full value of paring and burning done in the last year of tenancy in the Cirencester, Tewkesbury and the east and north of Cheltenham districts is allowed for. Boning arable land with undissolved bones the full value is allowed for in the Cirencester and east and north of Cheltenham districts, if done in the last year. In Cirencester the rule is—last year but one two-fifths, last year but two one-sixth, on arable or pasture land. In the east and north of Cheltenham, one-third is allowed for in last year but one on arable land. The full value of laying down new pasture is allowed for in the Cirencester district. In the Vale of the Severn tenant crops growing under-wood and pollards in the last year of his tenancy. The incoming tenant usually takes, in the Ledbury district, the hoppoles at a valuation. In the Ledbury district the landlord usually pays for

drainage, the tenant pays a per-centage on the outlay, or the landlord finds the tiles and the tenant pays haulage and labour. In the Cirencester district, if the drainage is done in the last year, and the landlord finds tiles, the tenant gets paid all the cost of labour, and one-fourth is deducted for each preceding year. If the landlord does not find tiles, the full cost is allowed for the last year, and one-seventh for each preceding year up to seven. In the district east and north of Cheltenham the full amount of the tenant's cost of drainage in the last year of tenancy is allowed for. In the Ledbury district for planting quick hedges the rule is, the landlord finds the quick, the tenant plants it; the tenant keeps all roads in repair, and hauls materials for repair of buildings gratuitously. In the Cotswold district all permanent improvements are usually done by the landlord. In the Vale of the Severn, if the tenant puts up wooden buildings, he can remove them; the incoming tenant is not bound to take to them. In the district east and north of Cheltenham the full value of buildings put up by the tenant, of hauling materials for buildings, and of fixtures erected in the last year of the tenancy, are allowed for. In all Gloucestershire the old rule was, that the hay, straw and green crops should be consumed on the premises; but under modern agreements some part is allowed to be sold, if manure is brought back. In the Cirencester district the tenant would be liable for one-third of the value of the hay, straw, roots and green crops sold in the last year. In the Vale of the Severn and the district east and north of

Gloucester

Allow-
ances for
permanent
improve-
ments.

Gloucester Cheltenham the full value of the crops sold off, and the consequent loss of manure, could be recovered; but the rule in the Cheltenham district would not apply to corn and potatoes.

Sale of crops.

Cropping. In the Cotswold district the custom is not to mow meadow and pasture land more than once a-year, and not two years in succession without manuring, and the tenant would be liable for any damage accruing from this. Throughout the county the tenant would be liable for damage for taking too many white straw crops, for having a deficient proportion of clover or green crop, for breaking up grass land, and for neglect to repair fences, roads, &c. The amount of damage is ascertained by valuation, usually on an arbitration between landlord and tenant.

Prohibited crops. The only crop prohibited in the Cotswold district is flax. In the district east and north of Cheltenham, flax, potatoes and mustard or vetches for seed are prohibited. In the Cotswold district oats or barley may be grown after wheat once in seven years, if preceded by two years seeds; and peas are sometimes allowed instead of seeds. In this district one-fifth is the minimum proportion of fallow or green crop. In the Ledbury district the maximum proportion of corn is one-third of the arable on wet land, and one-fourth on dry. In the Cotswold one-half of the arable land, not counting peas and beans. Throughout the county it is considered bad farming to grow two white straw crops in succession, or to sell off, hay, straw, roots and green crops, unless a proportionate quantity of manure is brought back.

In Michaelmas takings in the Cotswold and Stow-on-the-Wold districts the tenant enters about August 20th to prepare for the wheat crop; and at Candlemas to prepare for the spring corn, if a Lady-day taking; and the same rule applies in the Vale of the Severn and the districts east and north of Cheltenham.

Gloucester

Time of entry.

The times the outgoing tenant can keep possession in the different districts have been already stated.

Away-going crop.

In the Tewkesbury and the Forest of Dean districts the outgoing tenant has an away-going crop off three-quarters of the arable land in the first district, off one-third in the second.

As a rule the tenant is not liable for damages to buildings by custom; in some cases he is made liable by special agreement. In the Ledbury district he is liable for neglect and wilful damage. In the Vale of the Severn only for wilful damage. Throughout the county he is usually liable for fences, but only for gates if the landlord finds materials in the rough.

Repairs.

HAMPSHIRE.

The usual time of entry is Michaelmas.

Hampshire.

The growing corn crops are usually sold off by the outgoing, or else taken at a full valuation after harvest by the incoming, tenant. The full value of the seeds and labour on the clover and grass seed crop is allowed for; sainfoin up to three years, according to the condition of the layer, one year old plants, full cost of seed, two years old half, three years old one-third. In North Hants the full value of the seed and labour of the root crop is

Entry.

Allowances to outgoing tenant.

**Hamp-
shire.**

Allow-
ances to
outgoing
tenant.

allowed; and if two root crops follow each other, if the first crop was consumed on the farm, part of the workings are allowed for. The full value of any other growing crop is allowed for. For tillage the full value of the labour on the fallow in the last year of the tenancy is allowed. In North Hants for extraordinary cultivation in some cases the cost of working is allowed.

As to unapplied manure, the usual custom is to leave as you came in, but there seems to be no general custom allowing for manure. The full value of carting to the heap or field is allowed for.

In North Hants nothing is allowed for unconsumed wheat straw, but the cost of stacking is allowed for; the oat, barley, pea and bean straw is taken to at a consuming price when not consumed by the outgoing tenant, usually at per acre.

As to hay, all the hay left in stack is allowed for, but no allowance if consumed.

Purchased
manure
and feed-
ing stuffs.

No custom as to allowance for purchased manure or feeding stuffs, nor for any permanent improvements. The only special allowance on quitting seems to be the full value of any building constructed by the tenant, or steam or fixed driving gear put up by him.

Selling-off
produce.

As to selling off crops, the customary rule in the Andover district is that the tenant is liable for the full amount of hay, straw, green crops, root crops, or other produce sold off, and the loss of manure thereby incurred; but some landlords allow the tenants to sell hay and straw if they bring back manure, or produce vouchers for cake or artificial

manure brought back; in some cases the sale is allowed without this.

Hamp-
shire.

The tenant is liable for mowing old pasture, mowing meadow without manuring, or cropping without manuring, for taking more than two successive white straw crops, for a deficient proportion of fallow, for foul or neglected land, for breaking up old pasture, for damage to plantations and timber; the amount in each case is left to valuation.

Liabilities
of tenant.

The minimum proportion of fallow is two-fifths to one-half; maximum proportion of corn crops one-half to three-fifths; not more than two white straw crops may be grown in succession; no manure, roots or green crops may be sold off, and often neither hay nor straw.

The incoming tenant is usually allowed to enter six months previously, and to have a portion of the house and stables. He enters on the 25th March to plough for white turnips; at Midsummer to sow turnips; in August, or at such time as the green crops are fed off, to prepare for wheat crop.

Time of
entry.

The outgoing tenant would keep part of the house, stable, and the whole of the barn and yard till the following June; in the Andover district part of the house and the barn to clear out the corn till May.

The tenant is liable for repairs to buildings, gates and fences; he must keep them in tenantable repair; the landlord finds materials, the tenant labour and thatch. In the Andover district the tenant does not seem to be liable by custom to repair gates.

Repairs.

**Hereford-
shire.****HEREFORDSHIRE.****Entries.**

The entries vary between Candlemas (2nd February), Lady-day and Christmas. Five-sixths of the county in 1873 were under a Candlemas entry, the remainder mostly Lady-day; Michaelmas being very rare.

**Allow-
ances to
outgoing
tenant.**

The full value of the seed and labour for the growing clover and grass seed crop is allowed the outgoing tenant. If the seeds are pastured after 1st November, no allowance is made for them.

For tillages the rule is to apportion the rates on the fallow till the date of quitting between the incoming and outgoing tenant.

Hops.

No allowance by custom for purchased manure or feeding stuffs, nor for any permanent improvements. If new pasture be laid down in the last year, the full value is allowed; if in previous year, the seed and labour of planting. As to planting hops, the tenant is bound by custom to keep and leave the same acreage of hops (*i. e.*, hop acres, 1,000 sets to an acre) as he found on entering, in good cultivation. As to hoppoles, it is usual for the incoming tenant to take them at a valuation, but it is not compulsory, and the outgoing tenant can, in the absence of agreement, insist on removing them. The outgoing tenant is entitled to lop pollards at maturity, usually nine years' growth, and sell them on leaving. By custom the tenant hauls all the materials for repairs gratis, but charges for materials for new buildings. The landlord mostly does buildings and permanent improvements, and charges the tenant a

**Permanent
improve-
ments.**

per-centage on the outlay. The outgoing tenant is liable for the full damage caused by the selling off and loss of manure from the sale of hay, straw, roots, green crops, fodder and produce, if convertible into manure. The custom is that a tenant may not sell any hay, corn or produce capable of being converted into manure, except the farm is near a town, and then he must bring back a specified quantity of purchased manure (usually two ton for each ton of hay, and three for each ton of straw) for each ton sold.

Hereford-
shire.

Liabilities
of tenant.

By custom it is bad farming to take more than two white straw crops in succession, and the tenant is liable for this, and for breaking up old grass land, and damage to plantations and timber. In the absence of special agreement, the landlord repairs the buildings.

The custom is not to allow tenant to sell off produce if there are such buildings on the farm as enable him to convert the produce into manure; but if no buildings or facilities for conversion exist, the sale is usually recognized, as is also the sale of roots near town.

In Candlemas and Lady-day entries the incoming tenant enters after November to plough the stubble and prepare the same for Lent grain or turnips. The outgoing tenant keeps the fold-yard, buildings and one pasture near the buildings (called the "boozey" pasture) till May 1st, and a barn and granary to thresh his off-going crop of wheat. This is the Herefordshire custom, but it is mostly varied by the modern agreements on large estates. An outgoing tenant, if he entered at Candlemas or

Time of
entry.

Hertsfordshire. Lady-day, may take an away-going crop of wheat off one-third of the arable land. This he plants, harvests and threshes, keeping a barn, part of the granary and rick-yard till the following May to do it.

Repairs. The custom is for landlord to repair buildings and gates, and, in the absence of special agreement, a tenant would not be liable for their repair, nor to the repair of fences.

Hertford.**HERTFORD.**

Entry. Michaelmas is the usual time of entry.

Allowances to outgoing tenant. The outgoing tenant is allowed full value for the growing clover and grass seeds; the saintfoin roots are usually allowed for, and the full value of the seed for the growing root crop. If the outgoing tenant works the tillage, he is allowed the full value of the labour; but the incoming tenant usually works the fallows himself. No allowance for the remaining manure, but the cartage is paid for. The outgoing tenant may sell his hay from artificial grass and wheat straw grown in the last year of tenancy, but must spend the meadow hay and corn from the Lent grain, or let the incoming tenant take it at a spending price.

Manures. No customary allowance exists for feeding stuffs, but the full value of guano, nitrate of soda, sulphate of ammonia, blood manure, bone dust and other purchased artificial manures used in the last year to the root crops is usually allowed for, but not if used to other crops.

No customary allowance for permanent im-

provements; they are usually done by landlord, Hertford. but if by the tenant then under a special agreement as to terms.

There is no custom allowing any claim against the tenant for selling off produce, bad farming, deterioration or dilapidation, and any claim can only be under special agreement. Claim against tenant.

As to cultivation, the minimum of fallow is one-fifth for roots, one-fifth in clover, hay, or green crops. As a rule a tenant may not sell off hay, straw, or roots, but he is sometimes allowed to do so if he has consumed large quantities of feeding stuffs, and brings back much artificial manure. Cultivation.

The incoming tenant usually enters at Lady-day to work the fallows, or pays the outgoer for doing it. The outgoer has till May 1st to thresh out his corn and cart off his crops. No custom to take an away-going crop, and no existing liability on the part of the tenant to repair buildings, fences and gates. Time of entry.

HUNTINGDON.

Entries are either Lady-day or Michaelmas. Huntingdon.

The outgoing tenant is allowed the full value of seed and labour for the growing seeds if they are not injured by sheep and cattle. The incoming tenant takes to the growing root crop at a valuation. Entries. Allowances to outgoing tenant.

As to tillages, he is allowed all labour on fallows in the last year, and a fair valuation for fallow on lands unfit for turnips. He is also allowed for the clover-ley or herbage on lands ploughed up for wheat. Tillages.

**Hunting-
don.****Allowance
for
manure.**

For purchased feeding stuffs, if used in the last year, the outgoing tenant is allowed one-third of value.

For purchased manure used for turnip and corn in the last year he is allowed.

For liming he is allowed the full value if in the last year; three-fourths the second year; one-half the third, and one-fourth the fourth year.

The full value of claying fen land in the last year is usually allowed.

Drainage.

Draining is usually done by the landlord, and the tenant charged interest on the outlay. If the tenant does it, if in the last year he is allowed the whole cost; in the previous years, four-fifths, three-fifths, two-fifths, and one-fifth. No claim after five years is recognised for draining or hauling draining materials. Landlord usually puts up buildings, the tenant does the hauling of the materials, and is allowed for it if he leaves within five years.

**Time of
entry.**

The incoming tenant enters after the 1st October to sow such lands as the landlord or his agent may fix upon to be planted with wheat to plant them. The incoming tenant enters on February 1st to prepare the land for beans and peas, and on the other arable land on the 1st March.

The outgoing tenant after notice may only plant with wheat such land as the landlord approves. He is paid for the herbage on the lands the incoming tenant takes.

No custom as to damages for bad farming, nor as to repairs to buildings, fences, and gates.

KENT.

Kent.

Entries are usually Michaelmas, but some are from Old Michaelmas.

Entries.

In the East district the full value of the labour and seeds on the growing wheat, barley, oat, bean, pea, clover or grass seed crops are allowed the outgoing tenant.

Allowances to outgoing tenant.

In the Weald district the full value of the labour and seeds of the growing wheat and clover or grass seed crops are allowed. Nothing for the barley, oat, bean or pea crops.

In both districts the full value is allowed for the seed and labour to the root crop, and in the Weald district rent and rates are allowed on root crops. In both districts the full value is allowed for other crops growing or for consumption on the farm.

In both districts the full value is allowed for bare fallows in the last year of the tenancy, and for extraordinary cultivation in the last year of the tenancy, and also for unapplied farmyard manure and for hauling it to heap or to the field.

Tillages.

In the Weald district bare fallows not more than five times ploughed, and rent and rates on bare fallows, are allowed.

In both districts full allowances are made for the remaining white straw, pea and bean straw, and the labour of stacking straw. In Kent there are three customs as to manure. In East Kent labour only to the manure is paid for (except in Romney Marsh). The Weald of Kent gives spend-

Allowances for unconsumed crops.

<u>Kent.</u>	ing price, or about two-thirds of its value; and in Romney Marsh market price would be allowed. East Kent has but few customs, land being mainly held under lease or agreement.
Purchased manure and feeding stuffs.	As to purchased manure and feeding stuffs, an allowance for oil-cake is frequently made in East Kent, but no custom fixes the proportion. As a rule, all artificial manures are allowed for at one-third cost and one-half carriage, and lime and farmyard manure at one-half cost and one-half carriage. No allowance is made for feeding stuffs; one-third of the value of the guano applied in the last year to roots, corn, hay and pasture is allowed for, and the same rate is allowed for bone dust. In the Weald half the value of ashes, night soil, and town manure applied to pasture is allowed, and one-third of the value of the rape-cake applied to the corn, hay and green crops and pasture land.
Agricultural improvements.	The full value of thorn draining, if done in the last year of tenancy, with one-fourth taken off for each succeeding four years, is allowed in the Weald of Kent, as also the full value for liming arable land if no crop is taken since, but if a crop is taken by the outgoing tenant half is allowed for the liming done in the last year, and nothing if in the last year but one; for liming pasture land, the full value if done in the last year, and one-half if done in the previous year. For manuring with rape-cake one-third of the cost if done in last year, and the full value of all pasture laid down. If hops are planted in the last year
Hops.	

every expense except Queen's taxes and tithes, if the tenant leave the Michaelmas after the hops are planted, is allowed. All the hop-poles in use are paid for, and all underwood and pollard tops growing in the last year are valued.

Kent.

For tile draining in the Weald, if no crop taken, the full value of the tenant's outlay on draining in the last year of the tenancy is allowed; if a crop is taken one-third is deducted; one-tenth of the cost for each year after the draining is done is deducted from the valuation.

Drainage.

In Mid-Kent the following custom prevails on some estates: Michaelmas takings; the tenant on leaving is paid by valuation for labour on the fallow, in the last year, and for rent and taxes in respect thereof; for the labour on the manure, but not for the manure itself; for the grass and clover seeds sown in the last year, and the labour of harrowing and rolling; for the growing underwood; for the remaining hay and straw at a consuming price; and for the hop-poles used on the farm.

Mid-Kent custom.

LANCASTER.

Lancaster.

The entries are usually Lady-day.

Entries.

The outgoing tenant is allowed one-half the value of the seed of the growing wheat crop, the full value of the seed and labour of the clover and grass seed crops, the full value of the unapplied farmyard manure at market price, whether made on the farm or carted there from other places, and the full value of all unconsumed hay and straw.

Allowances to outgoing tenant.

No allowance exists by custom as to purchased

Allowances to

Lancaster. manure and feeding stuffs, or for any agricultural improvements, nor for any drainage, buildings, fences, or any other permanent work or improvement done by the tenant. The outgoing tenant can remove any wooden buildings he has put up, and if they have been put up without the landlord's leave he can compel this to be done.

Selling off. The tenant is usually allowed to sell off everything, the produce being wanted in the towns and the country requiring the town manure. But in the more inland parts of the county different customs exist, and restrictions on sale of produce are found. As a rule there are no customary claims for dilapidation, over-cropping, or bad farming. All crops are permitted. No proportion of fallow or green crops is prescribed, no maximum of corn crops, and no succession of crops. All crops may be sold off if manure is brought back.

Time of entry. The incoming tenant may enter on the land on the 1st February; on the house and buildings on May 1st. The outgoing tenant has the house, buildings, one pasture field, called the outlet, until May 1st; he may cut and take away the straw and his moiety of the wheat if the incoming tenant has not taken both by valuation. No custom as to an away-going crop exists, nor is the tenant liable for dilapidation, or repairs.

Leicester.**LEICESTER.**

Entries. Entries are in the greater number of cases at Lady-day.

Allowances to outgoing No allowance is made to outgoing tenant as to growing wheat; all labour done before quitting

to the growing barley crop is allowed for, and the growing root crops are taken at a valuation. As to tillage, full value of labour in preparing ground for roots is allowed for in some cases.

Leicester.
Allowances
to out-
going
tenant.

No allowance for remaining manure, hay or straw.

The system of allowance for purchased manure and feeding stuffs is of late years being gradually introduced, formerly there was none. No customary allowance for permanent or other improvements by the tenant. No claim usually made for dilapidation, or want of good husbandry, not more than two white straw crops in succession are allowed. No custom as to liability for dilapidation exists. Tenant usually does all repairs.

Permanent
improve-
ments.

LINCOLNSHIRE.

The usual time for entry is Old Lady-day, but Michaelmas entries are becoming more usual.

Lincoln-
shire.

Entry.

The full value of the seed and labour on the growing wheat, barley, oat, bean and pea crops is allowed. All the labour done to the wheat crop before quitting is allowed for. The full cost of seed and labour to the growing clover and seed crops are allowed, but in South Lincolnshire only seed and cost of sowing; no allowance for old seeds. All the labour done to the growing root crop before quitting is allowed for, or the crop is taken at a valuation. For other growing crops the full cost of labour, if grown for consumption on the premises, is allowed. For bare fallow the

Allow-
ances to
outgoing
tenant.

Lincolnshire.

Allowances
to out-
going
tenant.

full cost of the workings, rates and taxes are allowed; generally no allowance for rent. In South Lincolnshire rent, rates and taxes are allowed for, sometimes the whole, sometimes only half a year's outlay. If a tenant lets the land get very foul in South Lincolnshire, he only gets a portion of the cost beyond simple ploughing and harrowing. For half fallow the whole cost of the working is allowed. The full cost of any extraordinary cultivation, of hauling farmyard manure to heap or field. In South Lincolnshire the unconsumed straw in the yard at Michaelmas, if wheat, is allowed for at 6s. per acre, if barley, oat or pea, at 8s. to 10s.; sometimes only the cost of stacking is allowed. For the remaining hay sometimes a spending price, sometimes nothing, is allowed. All herbage on stubbles is allowed for. All herbage or clover-ley or seeds ploughed up are allowed for.

Purchased
manure
and feed-
stuffs.

Half the value of linseed, cotton-cake, or rape-cake, and other purchased feeding stuffs, if consumed on the farm in the last year of the tenancy, is allowed for. The full value of guano, nitrate of soda, sulphate of ammonia, nitro-phosphate, special concentrated manure, bone dust, super-phosphate of lime, or kaimit, applied in the last year of the tenancy to root or green crops, is allowed for; as also of rape-cake, soot, seaweed and fish manure, and any other fertiliser similarly applied, if the incoming tenant is benefited. The expenditure on oilcake is spread over three years, other manures over two.

In South Lincolnshire the full value of thorn draining and subsoiling in the last year of the tenancy is allowed. In all the county the cost of marling and chalking in the last year; marling and chalking are considered to last for seven years, one-seventh being deducted for each year. The full cost of claying in the last year is allowed; in all the county but the south it is held to last five years; in the south, seven. The full cost of liming arable land, which is said to last five years, is allowed. Liming pasture is not allowed for in the south; it is considered to last five years. The same remark applies to boning pasture with undissolved bones.

Lincolnshire.

Agricultural improvements.

The full cost of tile drainage in the last year is allowed; if done in previous years, if landlord finds tiles, it is considered in the south to last five years, in the rest of the county seven. If the landlord paid nothing, in the south seven, in the rest ten years. For filling up ponds and ditches, the full value in the south if done in the last year. If fencing is put up to guard young trees or pasture land, the tenant is allowed part of the cost. In the south the full value of improving watercourses in the last year is allowed for. For planting orchards the cost of the trees is allowed. Wooden buildings, steam engines and fixtures are considered the outgoing tenant's property, and he may sell or remove them.

Permanent improvements.

The outgoing tenant is liable for all damage occasioned by selling off hay, straw, roots, or green crops, and for the loss of manure arising from such selling off.

Claim against outgoing tenant.

Lincolnshire.	Any damage from improper cultivation, waste or bad husbandry are settled by valuation.
Liabilities of outgoing tenant. Cultivation.	Mustard, turnip seed, garlic are prohibited without the landlord's written consent. The minimum proportion of fallow prescribed varies with the quality of the soil, usually one-fifth. The maximum proportion of corn varies, sometimes two-fifths wheat, two-fifths spring corn and seeds. Not more than two white straw crops in succession are allowed. No hay, straw, manure or root crops other than potatoes may be sold off.
Entry.	The incoming tenant is not allowed to enter before his tenancy begins, nor the outgoing tenant to retain possession after the expiration of his tenancy.
Repairs.	Way-going crops are not general, but when they exist they are allowed for. The tenant is liable to keep buildings, fences, ditches, gates, drains and roads in tenantable repair.
Custom of country as settled by Lincolnshire Land Agents, &c. Association.	The following is the schedule of allowances adopted by the Lincolnshire Land Agents' and Tenant-Right Valuers' Association, and to be considered the custom of the county for Lady-day and May-day tenancies, which are the prevailing tenancies in the county (a) :— <i>Cake.</i> —Half the cost of linseed, cotton and rape consumed during the last year, the quantity not to exceed the average of the ten preceding years. <i>Lime.</i> —Seven years' principle, or cost including railway carriage, carting and spreading.

(a) Appendix to Report of Royal Commission on Agriculture, 1881, p. 114.

Marling.—Seven years' principle.

Lincoln-
shire.

Claying (on fen land).—Seven years' principle.

Artificial manure.—If used with green crops, the whole of last year's bills and railway carriage.

Custom of
country as
settled by
Associa-
tion.

Bones.—If used on grass land, five years' principle.

Under-draining.—If tenant finds tiles and labour, ten years' principle; if landlord tiles and tenant labour, seven years' principle.

On some estates the following rules prevail:—

The actual cost price of seeds properly sown by the tenant upon the premises the spring previous to quitting, and the cost of labour of sowing such seeds, provided the land so sown shall not have been stocked with cattle or sheep after the 11th day of October, but not otherwise.

Custom as
to particu-
lar estate.

Two-thirds and no more of the actual average cost (excluding carriage) of all bones and artificial and other manures purchased by the tenant and beneficially used on the lands properly fallowed and sown with turnips, rape or mangolds, during the last year, but in no case exceeding the sum of thirty shillings per acre, and also one-third and no more of the actual average cost of such manures used as in this clause mentioned during the twelve months immediately preceding the last year.

One-sixth and no more of the actual cost (excluding carriage) of all linseed, cotton and rape cake of a chemical manure value used in feeding cattle or sheep upon the said premises during the last three years.

The value of the herbage on the arable land entered upon before the end of the tenancy, and

**Lincoln-
shire.**

Custom as
to particu-
lar estate.

the value, at a consuming price only, of any hay or clover supplied by the tenant to the landlord or the incoming tenant, or left upon the farm at the end of the tenancy.

For boning with undissolved bones, and for chalking, clay burning, claying, liming and marling of land, which may have been done within seven years of the end of the tenancy, with the written consent of the landlord or his agent (but not otherwise), the actual sum which shall be found to have been properly expended and laid out by the tenant, but subject to a deduction of an equal proportionate part for each year of the seven years during which the tenancy has endured after the year of tenancy in which the outlay was made. The value of labour properly bestowed on clay land summer fallowed in due course, and unfit for turnips, cole or other root crop (provided such land has been worked in a good and husband-like manner, but not otherwise), and the average rent and rates during the last year payable in respect of such land.

The actual cost of seed and labour of once ploughing and scarifying, harrowing and sowing the land at the end of the tenancy sown with wheat in due course, according to the regular course of cropping, and the actual cost of labour of harrowing and sowing, and of seed sown in the clay land fallow; provided that in respect of these two allowances the outgoing tenant has obtained the written consent of the landlord or his agent to sow wheat on the lands before mentioned, but not otherwise.

The value of all tenant's fixtures which have been paid for at the time of entry, and certified to in writing by the landlord or agent, but not of any other fixtures.

Lincolnshire.

MIDDLESEX.

Middlesex

Mr. Clement Cadle gives the following as the custom for Middlesex :—

“Michaelmas is the time of entry in this county. Entry.
The incoming tenant has to pay for dressings, half dressings, sowing and manure, and also for the seeds and sowings of the clover. The metropolis being so close, hay and straw can always be sold off, but the tenant must bring back a load of manure for each load of hay or straw sold. It is usual for the incoming tenant to pay for the manure, and the wheat straw and hay are taken to at a market price. Permanent improvements and unexhausted manures are not allowed. As to draining, the landlord usually finds the pipes and the tenant undertakes the labour of laying them; in other instances the landlord does the work and provides the pipes, and charges a percentage on the outlay.”

The Committee of the Chamber of Agriculture say,—

“There is no allowance by custom for guano or lime; in valuing farmyard manure no consideration is taken of what cake has been used. The allowance for any permanent improvement is most limited.”

Manure
and feed-
ing stuffs.

The following account of the custom has been kindly furnished.

As these tenancies are from Michaelmas to Michaelmas, the outgoing tenant has usually

Middlesex

Allow-
ances to
outgoing
tenant.

cleared off the corn crops before the termination of the tenancy. For the growing clover or grass seeds, seed and labour is paid for. For the growing root crop and other crops for consumption, tillage, seed and labour only. For bare fallow, tillage and labour only are allowed. No allowance for half fallow; for extraordinary cultivation, labour only; and the same for remaining manure. The tenant is usually allowed to sell off wheat straw if he brings back dung. All Lent grown straw, including oats, barley, bean and pea, is taken at a consuming price by the incoming tenant, who pays for the labour of binding and stacking the straw. The hay is left at a consuming price, or, if the outgoing tenant has permission to sell, he brings back manure. Any growing underwood is usually paid for.

Materials.

The landlord usually finds quick for fences, and the tenant pays for planting. The tenant hauls gratis all materials for repairs any distance not exceeding five miles.

**Time of
entry.**

The outgoing tenant is allowed the use of the barn and part of the stables until the following May to thresh his corn and carry it to market. An incoming Michaelmas tenant enters on 1st May to cultivate fallow, but the outgoing tenant often does this, and is paid by valuation.

**Restriction
on cultivation.**

The tenant is liable for taking more than two white straw crops in succession, or for breaking up grass land. Growing flax is prohibited. The minimum proportion of fallow or green crop is usually one-fourth. The maximum proportion of corn crop one-half. The four-course shift is the

usual system of cropping adopted; this used to be universal, but by the importation of London manure and a better system of farming the four-course system is now generally confined to the last four years of the tenancy.

The tenant repairs on being found materials for doing so, and is liable for neglect if materials found.

Middlesex

Repairs.

MONMOUTHSHIRE.

Candlemas is the usual time for entry for the land, May 1st for house and buildings; the outgoing tenant retains one field until May 1st.

If the growing wheat crop is after a bare fallow, four-fifths of the value are allowed the outgoing tenant; if after clover-ley or sward, two-thirds of the value. Barley, oats, beans and peas are never planted by the outgoing tenant. For the growing clover crop or grass seeds the outgoing tenant is paid for seed sowing, and one harrowing. The growing roots are usually cleared off by the 1st May; if not, value is settled by valuer. Unless there is some agreement to the contrary; other growing crops are sold off.

With regard to cultivation, there is no allowance for bare or half fallow; if not planted the loss falls on the outgoing tenant. No allowance is made for hauling unapplied manure. The straw is usually left for incoming tenant; no allowance for it or for stacking it. The hay must be consumed or removed before the 1st May, or no allowance is made. For the herbage on the stubble, clover-ley and aftermath, unless consumed before

Monmouthshire.

Entries.

Allowances to outgoing tenant.

**Mon-
mouth-
shire.**

Allow-
ances
to outgoing
tenant.

2nd February, they become property of incoming tenant. No custom as to compensation for any agricultural or permanent improvements. The outgoing tenant is entitled to an off-going crop of wheat, but only of wheat, and to keep one field till May 1st. The incoming tenant gets land on February 2nd, the house and buildings on the following 1st May, but has no privileges.

Restriction
on cultiva-
tion.

There is no custom making the tenant liable for bad cultivation, or as to any mode of cultivation or rotation of crops. An outgoing tenant may have one-fifth of his land in corn. There is no custom as to liability for dilapidation or want of repair. The great landowners of the county, as a rule, did not adopt the Agricultural Holdings Act, 1875, but many of the agreements contain clauses analogous to those of that Act; some of them did this before that Act was passed.

Mr. Cadle says:—

“The farms are usually entered upon at Candle-mas. The outgoing tenant takes an away-going crop of wheat on one-third or one-quarter of the arable land, according to the system under which the farm has been worked. In some localities he has to leave a “land-share,” viz., one-third on the ley-ground and one-sixth on the fallow, which is considered the property of the landlord, and which the incoming tenant takes, with the understanding that he is to leave the same on quitting the farm. The incoming tenant takes the young seeds by valuation (cost of the seed, with the sowing and labour), but he is not compelled to take to anything else. On leaving the outgoing tenant can

sell off the clover-hay, the straw or roots (but not the meadow-hay); he keeps the dwelling house, farm buildings, yards, and what is termed the home meadow until the 1st May; and he has the further use of barn and granary, in which to thresh and store his off-going crop of wheat, until the 1st day of May in the following year."

Mon-
mouth-
shire.

NORFOLK.

Norfolk.

Old Michaelmas day is the usual time of entry.

Entry.
Allow-
ances to
outgoing
tenant.

In the Marshland district custom gives a valuation on growing wheat crops. In practice an estimate of the probable yield is made, the value of the corn at the then market price calculated, and one-half of such value is awarded to the outgoing tenant. In this district full value is allowed for labour and seeds of the growing barley, oat, bean, pea, clover or grass seeds crops. Roots are valued at consuming prices. No allowance is made for other growing crops for consumption on the farm. In the other parts of the county allowance is made for the seeds of growing clover or grass seeds crop. No allowance is made for growing wheat, barley, oats, beans and peas, or for root crops, or other growing crops for consumption on the farm.

In the Marshland district full value is allowed for bare fallows in the last year of the tenancy, but nothing is allowed in the other parts of the county.

Tillages.

Manure is valued at per load of forty cubic feet at consuming price, and white straw and pea and bean straw is allowed for at cost of delivering;

Allow-
ances for
uncon-
sumed
crops.

<p>Norfolk.</p> <p>Allow- ances to outgoing tenant.</p>	<p>corn and hay is allowed at two-thirds the value for that unconsumed in the Marshland district.</p>
<p>Purchased feeding stuffs.</p>	<p>Nothing is allowed in the other parts of the county except for meadow hay remaining, which is taken by incoming tenant at two-thirds the market value. The incoming tenant pays for the threshing and dressing of the corn, delivers it within certain distances, and receives the straw, chaff, and cavings for so doing.</p>
<p>Agricul- tural improve- ments.</p>	<p>In the Marshland district one-third of the value of linseed and cotton cake consumed in the last year of the tenancy on the farm is allowed, but nothing is allowed for any other feeding stuff, and there appears to be no other customary allowance in the county for purchased feeding stuffs or artificial manure.</p>
<p>Permanent improve- ments.</p>	<p>In the Marshland district three-fourths of the cost of thorn or wood draining done in the last year of tenancy is allowed; the improvement is considered exhausted in four years. Three-fourths of the cost of liming arable land in the last year is allowed; that is also considered exhausted in four years. In this county no money is paid by the landlord or incoming tenant for what he does not actually receive for produce and seeds sown.</p>
<p>Claims against tenant.</p>	<p>There is no customary allowance for any permanent improvements. Steam engines and trade fixtures put up by the tenant are either taken at a valuation or removed.</p>
	<p>A tenant on quitting in the Marshland district is liable for the estimated damage for selling off hay, straw, root or green crops in the last year of his tenancy, for mowing old pasture, for foul or</p>

neglected land, for breaking up old pasture, for neglect of gates and fences, and ordinary repairs to buildings. Norfolk.

The prohibited crops are beans, mustard seed, turnip seed and rape seed. The minimum proportion of fallow or green crops is one-fifth. The maximum proportion of corn crops is three-fifths. Not more than three successive white straw crops are allowed. No hay, straw, manure or roots, except potatoes or carrots, may be sold off. No away-going crop is allowed by custom. The incoming tenant may enter on the 11th October. On Michaelmas farms the outgoing tenant retains possession of barns and stackyard until May 1st. The tenant is liable for the labour on repairs to buildings, and for putting fences, gates, ditches, drains and roads into tenantable repair. As a rule the four-course shift is very strictly carried out. Formerly manure was left on the farm without payment, but now it is customary for the incoming tenant to pay the spending value of the manure left at Michaelmas. Cultivation.
Repairs.

NORTHAMPTONSHIRE.

Entries both Lady-day and Michaelmas.

Outgoing tenant allowed full value for growing wheat, barley, oat, bean, pea and clover or grass seeds crops. The growing root crop is taken by valuation at full consuming price. When roots and hay are consumed, if the tenant is allowed to sell off, they are paid for. The full value of any other growing crops are allowed for. As to tillages, the full value of the workings, and the rent, North-ampton-shire.
Entries.
Allowances to outgoing tenant.

North- ampton- shire.	<p>rates and taxes for any bare fallow in the last year of tenancy, and the full value of any extraordinary cultivation. No allowance for unused farmyard manure, but the full value of hauling it is paid. The browse of wheat, pea and bean straw is paid for at so much per acre, and the full value of the remaining hay is allowed for. The growing root crops are taken at a valuation, at the full consuming value. If the tenant is permitted to sell off, unconsumed roots and hay are paid for.</p>
<p>Allowances to outgoing tenant.</p>	
<p>Purchased manure.</p>	<p>No allowance exists for purchased manure and feeding stuffs. Towards the Leicestershire and Buckinghamshire sides of the county compensation to some extent has gradually crept in; but though the Leicestershire custom gives compensation in case of unexhausted oilcake and draining, the river Welland, which divides the counties, stops the custom in the Northamptonshire direction.</p>
<p>Permanent improve- ments.</p>	<p>The full value of laying down new pasture in the last year of the tenancy is allowed; that is, seed, labour and cost of sowing the same. No other customary allowance for any improvements, permanent or otherwise.</p>
<p>Claims against tenant.</p>	<p>The tenant is liable for all damage caused by selling off hay, straw, roots, or green crops in the last year of the tenancy, and the loss of manure thereby arising, and for any other damage caused by neglect or bad farming, the amount ascertained by valuation. No crops are prohibited by custom. The minimum quantity of fallow is one-fifth. Not more than two white straw crops in succession are allowed. Tenant may sell off nothing but corn. The outgoing tenant is allowed the use of the</p>

premises until May 1st to consume his produce. No custom as to away-going crops. The tenant is liable to keep buildings in tenantable repair, and for repairs to fences, gates, drains, ditches and roads.

**North-
ampton-
shire.**

Repairs.

For draining an allowance is often made, extending over three years if the landlord has provided the pipes. In the Peterborough district the amount of the oilcake bill for the last three years is added up, and one-tenth of the amount paid to the tenant. All temporary buildings, if built by the tenant with the landlord's sanction, are allowed for on leaving. In the fen districts a good deal of claying is done, at a cost of 2*l.* to 3*l.* per acre; this is allowed for on the seven years' scale.

NORTHUMBERLAND (Tynedale).

**Northum-
berland
(Tynedale)**

Entries usually in the Tynedale district of the county on the 13th May, up to that date the tenant pays the rent.

Entries.

The outgoing tenant is usually allowed an away-going wheat crop, as he has before the 13th May sown his last year's turnip land, it is from usually a fourth or fifth of his tillage, and of wheat or barley, according to the rotation, the incoming tenant sows grass seeds. The outgoing tenant also sows oats on the quantity of first or second year's grass which it is usual to plough on the farm; he comes back to reap the whole crop of corn his rotation allows him to sow, and has certain accommodation given him for threshing it, but he is bound to leave the straw. For the growing clover or grass

Allowances
to outgoing
tenant.

**Northum-
berland.
(Tynedale)**

seeds, if the clover is uneaten after the 1st October preceding his leaving the farm, he is allowed the full value of the seed. No allowance for tillage, remaining manure, straw or hay.

**Purchased
manure.**

There is no customary allowance for purchased manure or feeding stuffs, but the outgoing tenant is considered to be the complete owner of the whole crop of corn that his rotation allows him to sow. Although no regular custom exists, it is becoming the rule to make allowance for liming, boning or laying down pasture. No customary allowance for permanent improvements; as a rule the landlord does all these himself. The

Selling of.

usual custom is that the hay and straw should be consumed on the farm, except near the large towns; any infringement of this will make the tenant liable for damage, but no fixed scale exists. It is contrary to custom to sell green crops, and if the tenant did it in any appreciable quantity the lessor could restrain him and recover damages. The tenant is not allowed two white straw crops in succession, nor to break up old pasture. Tenant is liable for any damage to plantations, coppice or timber. There are no crops prohibited by custom. No minimum proportion of fallow or green crops prescribed by custom; the maximum amount of corn crops is usually half the tillage land. Hay, straw and turnips are not allowed to be sold off.

**Cultiva-
tion.**

**Time of
entry.**

The incoming tenant enters after 1st February, to plough land for fallow or green crops. The outgoing tenant has the use of the barn for his away-going crop until the 1st May. The outgoing tenant is considered as the owner of the whole

crop of corn his rotation allows him to sow. The custom is that he can retain and reap the corn, but must leave the straw. It is becoming customary for the incoming tenant to buy the crop at a valuation at harvest, making allowance for the expense of reaping and marketing.

**Northumberland.
(Tynedale)**

Way-going
crops.

The tenant is liable for all repairs except to main walls and timbers. He is liable to leave in repair fences, gates, drains, ditches and roads, and the watercourses scoured.

Repairs.

On the Duke of Northumberland's estates tenants usually enter at Lady-day on all the land, and no away-going crop is allowed.

NOTTINGHAM.

Nottingham.

The entries are usually Lady-day, most often Old Lady-day, sometimes at Michaelmas.

Entries.

The outgoing tenant is allowed the full value of the seed and the labour of carting and spreading the farmyard manure for the growing wheat, barley, oat, bean, pea, clover or grass seed crops. As to the root crop, the rent, rates and taxes are allowed in all cases. If the root crop is consumed on the land, half the value is allowed; the full value if the root crop is drawn to the yard, when the manure belongs to the tenant. If sold off the farm, an allowance of 20s. per acre for unexhausted tillage is made. The full value of all other crops growing on the farm for consumption is allowed.

Allowances
to outgoing
tenant.

The full value of the workings, rent, rates and taxes of bare fallow in the last year of tenancy, and half fallow in the last year but one, is allowed. For extraordinary cultivation, all ploughings and

Tillage.

Notting- ham.	an acre is the customary damage for every acre of swedes or turnips sold, or for each acre of green
Selling off.	crops removed: this is if the manure belongs to the landlord; if it belongs to the tenant, an allowance is made for the haulage back of as much manure, from the nearest source of supply, as the produce sold off would have made.
Cultiva- tion.	Two white straw crops in succession are allowed; if more are taken, a charge is made for the entire cost of cleaning the land, and 40s. per acre. If an excess of land becomes fallow, a charge of 20s. an acre is made.
	One-fourth is the minimum proportion of fallow or green crops prescribed by custom. The maximum proportion of corn is sometimes one-half, sometimes three-fourths. Hay, straw and roots are not allowed to be sold off.
Entry.	The incoming tenant has no right by custom of pre-entry, nor the outgoing tenant of retaining possession. As to an away-going crop, in some cases it is free of standage; in all cases a deduction of a year's rent and rates is made.
Repairs.	A tenant is liable to repair the buildings, and the fences, gates, drains, ditches and roads.

Oxford.**OXFORD.**

Entries.	In the upper part of the county Michaelmas is the time for entering; about Banbury and the Warwickshire side Lady-day entries prevail.
Allowances to outgoing tenant.	In the Henley district the full value of the seed and labour to the growing wheat, barley, oat, bean, pea, and clover crops are allowed; the full

value of the seed and labour on the root crops and the other crops grown for consumption. Oxford.

The full value of the workings of bare fallow, and all or half the rent, rates and taxes in the last year. The full cost of hauling farmyard manure to the heap or field. All the remaining straw is valued at a consuming price, and the full cost of the labour in stacking it. The full value of the remaining hay is allowed for. In the rest of the county it seems that no regular allowances are established by custom. The incoming tenant usually pays for the acts of husbandry on the turnip land, and for the clover and other seeds sown with the barley. If the tenant leaves at Michaelmas, he sows the wheat before leaving, and is paid for seed and labour. Allowances
to outgoing
tenant.

In the Henley district all the manures used for a root crop in the year of leaving are allowed for if the crop has not been consumed; but if the crop has been consumed by the outgoing tenant, no allowance is made. In some parts of the county the incoming tenant pays half the amount of the tillage and manure used for a root crop, if the outgoing tenant has not grown a corn crop afterwards. The full value of all guano, ashes, night soil and town manure applied in the last year to green crops is allowed for; and if the ashes, night soil or town manure are applied in the last year to pasture land, and no crop has been taken since the application, an allowance is made.

The rule seems to be that the value of all artificial manures applied to green or fallow crops in Artificial
manure.

<u>Oxford.</u>	the last year of tenancy is allowed for, but no allowance is made for feeding stuffs.
Agricultural improvements.	The full or half the value of all chalking done in the last year is allowed ; and the full value of boning arable land with undissolved bones, if no root crop has been taken since. The full or half the cost of laying down new pasture in the last year of the tenancy, and the value of the growing underwood, allowing for each year's growth after the last cutting.
Permanent improvements.	There is no customary allowance to tenants for effecting permanent improvements.
Liabilities of tenant.	There are not any customary claims on the tenant on quitting, except in the Henley district, where the tenant would be liable for the full value of hay, straw, roots and green crops sold off during the last year of the tenancy, and one-half of the value of those sold off in the previous year.
	There is no general custom as to dilapidation or deterioration in the Henley district ; these matters are usually left to an arbitrator, who values or has them valued, and the tenant is liable for the sum mentioned in the valuation.
Cultivation.	The minimum proportion of fallow in the Henley district is not less than one-fifth, and the maximum of the corn crop two-thirds. Not more than two white straw crops may be taken in succession, and these not of the same kind. The sale of hay, straw and roots is usually prohibited ; but if the sale of hay and straw is allowed a condition is insisted on that for every load or ton removed four loads or two tons of good dung, or an

equivalent in artificial manure, shall be brought back. Oxford.

In some Michaelmas takings the incoming tenant is allowed to enter as early as February to work the fallow. In all possession is given of the land for wheat the middle of August or 1st September, and the tenant has stabling for his horses and lodgings for his men. Outgoing Lady-day tenants are generally allowed to keep possession of a portion of the house, stables, barns and yards till early in June; Michaelmas tenant till next Lady-day. Entries.

Except in the Henley district, there seems to be no customary obligation on the tenant as to repairs; in this district he is bound to leave the buildings in tenantable repair, and also the gates, fences, drains, ditches and roads. Repairs.

RUTLAND.

The time of entry is usually Lady-day, but there are some Michaelmas tenancies. Rutland.
Entry.

If the entry is a Michaelmas one, the incoming tenant pays on the summer fallows for rent, rates and acts of husbandry, for the cartage and spreading farmyard manure, and takes the root crop at a consuming price; on clover seeds the cost of seed and labour. Hay, clover and straw, if taken by the incoming tenant, are paid for at a consuming price. For the stubble prepared for wheat the incoming tenant pays the costs of the ploughing. Allowances to outgoing tenant.

As to artificial manures, the incoming tenant pays for the value and carriage of purchased manure for the root crop. As a rule no compen- Artificial manures.

Rutland.	sation is given for purchased feeding stuffs, but sometimes one-fourth of the oilcake used in the last two years is allowed for.
Improvements.	Boning and liming in the last year of the tenancy are allowed for, and the cost of carriage. There seems to be no custom for compensation for any permanent improvements.
Repairs.	The landlord keeps roofs, main timber and outside walls in repair, the tenant the rest; and in some cases the landlord provides rough timber. For draining, if tenant finds everything, the six years' principle is adopted; but if the landlord finds pipes, and the tenant labour, the four years' principle.

Shropshire.**SHROPSHIRE.**

Entries.	Lady-day is the usual time of entry.
Allowances to outgoing tenant.	The offgoing tenant takes half the wheat crop at harvest on leas and brushes, and two-thirds of the wheat crop on bare fallow, tithe being sometimes deducted; a practice, however, which is falling into desuetude. Seeds are allowed for at cost price, if not depastured after November 1st prior to quitting. Roots are consumed on the farm by the outgoing tenant, a pasture being set aside for his use till May 1st after the termination of the tenancy. The incoming tenant has a right of pre-entry for working fallow land, but this custom is being gradually altered by arrangement. Farmyard manure is generally the landlord's, but the practice of particular estates regulates its disposal. When the tenant buys it on entry, he can sell it on quitting to go off. Custom provides

that all straw and hay must be consumed on the farm, a "boozy" pasture being allotted to the outgoing tenant to make the best use of them up to May 1st succeeding the termination of the tenancy; after which date he has no right to any that may remain unconsumed.

Shropshire.

Allowances to outgoing tenant.

Meadows are kept up from February 2nd prior to the expiration of the tenancy. The tenant has a right of pre-entry to prepare stubbles, but not so in some parts of South Shropshire. In some parts of North Shropshire pastures as well as meadows are kept up for the incoming tenant after February 2nd, and in some instances water meadows from December 25th. Young clovers depastured after November 1st are not allowed for.

For purchased feeding stuffs there is no regular allowance by custom, but the habit of giving compensation is gradually becoming established; the same remark applies to purchased manure.

Feeding stuffs.

There are no customary allowances for the various agricultural improvements, such as chalking, liming, marling and boning. The landlord does boning, tenant pays for hauling and spreading, and pays seven per cent. on outlay; and there also seems to be no regular customary allowance for permanent improvements. As to draining, landlord finds pipes, tenant lays them, or landlord does it and charges a per-centage. If the outgoing tenant has erected fixtures or purchased them from his predecessor, he can remove them. There is some doubt as to his legal right by custom to remove fixed machinery, but the custom to do it is gradually being established.

Agricultural improvements.

Permanent improvements.

Shropshire. <hr/> Liabilities of tenant.	<p>The tenant would be liable by custom for selling off crops in the last year of his tenancy and to pay damages caused thereby. As to deteriorations, unless they exceeded fair wear and tear, there would be no remedy. Custom would compel a tenant to keep buildings and cottages in tenantable repair, and would restrain a tenant breaking up old pasture, damaging or felling trees, destroying fences, &c. There seems to be no custom as to cropping, or sale of produce. The incoming tenant is allowed a right of pre-entry to prepare stubble, and is entitled to stabling for horses and room for servants. In parts of South Shropshire no right of pre-entry exists. The custom is less common than it used to be, the outgoing tenant doing the work for an agreed sum. The outgoing tenant is usually allowed to retain the house and the boozy pasture until the 1st May, with a portion of the buildings. He is also allowed a reasonable time to thresh out his wheat, usually till February 1st. There is no custom as to an away-going crop. The tenant is obliged to keep the buildings in tenantable repair if the landlord finds materials.</p>
Pre-entry.	
Repairs.	

Somersetshire.
SOMERSETSHIRE.

Somersetshire. <hr/> Entries.	<p>The majority of entries are Lady-day entries, but Michaelmas entries are frequent.</p>
Allowances to outgoing tenant.	<p>Full value for the labour and seeds of the growing wheat, barley, oat, bean, pea, clover or grass seed crops. Nothing for the root crop, but full value is allowed for other crops growing or for consumption on the farm.</p>

Full value is allowed for workings, and one-half rent, rates and taxes for bare fallows, but nothing for half fallows or extraordinary cultivations. Part value is allowed for unapplied farmyard manure, and full cost of haulage to heap or field. No allowance is made for unconsumed crops. The clover seed, labour of harrowing in the seed, half a year's rent, rates and taxes for winter vetches or bare fallow, are allowed. Only the labour on farmyard manure allowed for. Straw paid for at a consuming price per ton. All hay and roots are required to be consumed on the premises.

Somerset-
shire.

Allowances
to outgoing
tenant.

There is no customary allowance for purchased feeding stuffs and artificial manure, nor for agricultural improvements nor permanent improvements. The landlord usually plants the orchards, and the tenant is bound to fence and preserve the trees or to replace any damaged ones with new young stocks.

Artificial
manure.

The tenant is liable for the full amount of the damage caused by selling off hay, straw, roots or green crops in the last year of the tenancy, and the consequent loss of manure. The damage is estimated that one load of hay and straw equals two loads of farm-yard manure. The tenant is liable by custom for mowing grass land more than once a year, for mowing old pasture, for mowing more than half the meadow land in any year, for taking too many white straw crops in succession, for foul or neglected land, for breaking up old grass land, for damage to coppice, timber or plantation.

Liabilities
of tenant.

Cultiva-
tion.

The growth of teasles is prohibited, and more than two white straw crops in succession. One-

Somerset- shire.	fourth is the minimum quantity of fallow or green crops prescribed. If barley and oats are grown, one-half is the maximum proportion of land under corn. The sale of hay, straw, roots or green crops is prohibited. Hay and straw are sometimes
Liabilities to tenant.	allowed to be sold on condition of bringing back two loads of manure for each load of hay or straw sold. No custom as to pre-entry by incoming tenant or holding over by outgoing tenant exists. No custom as to away-going crops.
Selling off.	
Repairs.	For repairs, the tenant is liable to keep fences, drains, ditches, roads and watercourses in repair, but not gates.

No regular custom prevails throughout this county; in a case cited in Dixon's "Law of the Farm," it is said eleven different customs exist in different parts of the county.

**Stafford-
shire.**

STAFFORDSHIRE.

**Allowances
to outgoing
tenant.**

Entries usually Lady-day.

In the Wolverhampton district the outgoing tenant is allowed for half the value of the wheat crop after seeds, two-thirds after bare fallow, nothing for barley, oats, beans or peas.

In South Staffordshire the outgoing tenant gets half the value of the growing wheat crop, valued in July after his quitting, if grown after seeds, peas, beans or vetches; two-thirds the value if after a bare fallow properly made and cleaned, or after seeds taken up before Midsummer. The outgoing tenant pays for the weeding, and the straw is left to pay the reaping. Nothing is allowed for growing barley or oats, but the full

value for growing beans, peas, clover or grass seeds. In the Wolverhampton district the full value of the growing clover or grass seeds is given, if not grazed after November 1st. Throughout the county a consuming value is paid for the growing root crops.

**Stafford-
shire.**

Allow-
ances to
outgoing
tenant.

For tillages in the Wolverhampton district, all bare fallow or winter ploughing, if autumn worked, is paid for by the incoming tenant, and rent, rates and taxes up to Lady-day. The manure is generally considered to belong to the estate, and no allowance made for it. Throughout the county the full value of hauling the manure from the farmyard is allowed. In the Wolverhampton district the white, pea and bean straw is valued at a consuming price; in South Staffordshire the white straw at 10s. to 20s. per ton, the bean at 10s., the pea at 20s., and any extra labour in stacking the straw is paid for. For hay throughout the county, when it is to be consumed, two-thirds the market price is allowed. If the tenant is not allowed to sell off the roots, he is entitled to sell them at a consuming price.

For purchased feeding stuffs in the Wolverhampton district, one-third of the value of the linseed, oilcake and cotton-cake consumed in the last year, and one-sixth of that consumed in the previous year, is allowed. In South Staffordshire the allowance for the same time is two-thirds and one-third, and one-fourth and one-eighth for any other feeding stuffs, and the same if consumed by pigs. For guano to root or green crops, if applied in last year, two-thirds of value; in previous year,

Purchased
feeding
stuffs.

Stafford-
shire.

Artificial
manures.

one-third. In the Wolverhampton district the allowance is only made if applied to roots; the same allowance is made for special concentrated manure and bone dust applied to roots in the last year and last year but one; but the value of any portion of the root crop fed off by the outgoing tenant is deducted. For superphosphate of lime or rape-cake in the Wolverhampton district, two-thirds of the value in the last year, and one-third if in the previous year, and if applied to roots, is allowed. In South Staffordshire the allowance is one-half and one-fourth for superphosphate of lime, and the value of the root crop consumed by the outgoing tenant is deducted. In the Wolverhampton district two-thirds and one-third of the value of soot applied to roots in the last year and the preceding year is allowed. The average annual outlay on manure and feeding stuffs is in South Staffordshire calculated from the expenditure of the last two preceding years. If the occupation has been for less than four years, only half the stated allowances are made.

Agricultural im-
prove-
ments.

In South Staffordshire the full value of marling, at one hundred cubic yards per acre, done in the last year is allowed, and the ten years' principle adopted; for liming arable and pasture land, boning arable land, and manuring with rape-cake, the same, but the four years' principle is adopted. Boning pasture with undissolved bones the same allowance, and the seven years' principle. While in the Wolverhampton district two-thirds of the value in the last year applied to any crops, and whether to arable land or pasture, and the three

years' principle is the rule as to liming. In South Staffordshire, for laying down new pasture in the last year, the allowance depends on the soil, the method of laying down, and the top dressing.

Staffordshire.

In South Staffordshire the full value of tile draining done in the last year is allowed, and the ten years' principle adopted. The full value of planting quick, if properly fenced and cleaned, and the ten years' principle adopted. No other customary allowance for any permanent improvement.

Permanent improvements.

In the Wolverhampton district it is contrary to custom for a tenant to sell off hay, corn, straw, roots or green crops; and if a tenant does, the rule is, he cannot claim anything for purchased manure or feeding stuffs. There appears to be no general custom as to deterioration, but any matters arising under this head would be left to arbitration.

Selling-off.

In South Staffordshire not more than two acres of potatoes on each holding are allowed to be grown. The minimum quantity of fallow is on light land, one-fourth; on strong, one-fifth. The maximum of corn is half on light land, three-fifths on strong land. Not more than two successive white straw crops may be taken, and hay, straw, roots and manure may not be sold off.

Cultivation.

The incoming tenant at a Lady-day tenancy may enter on February 1st; the outgoing tenant keeps the boozy pasture up to the 5th May. The outgoing tenant takes an away-going crop of wheat of two-thirds after fallow, one-half after seeds, peas, beans or vetches.

Entries.

**Stafford-
shire.****Repairs.**

For repairs to the buildings, tenant is liable if they were put into repair at the commencement of the tenancy, and the landlord finds materials. The same rule applies to repairs to fences, gates, drains, ditches and watercourses.

Suffolk.**Entries.****SUFFOLK.**

Old Michaelmas day is the most usual time for entry.

**Allow-
ances to
outgoing
tenant.**

Nothing is allowed for growing wheat, barley, oat, bean, pea crops; but full value is allowed for the clover or grass seeds crops. Nothing is allowed for root crops, or other crops growing for consumption on the farm.

Full value is allowed for workings, rent, rates and taxes, for bare fallows and clover seeds; nothing for half fallows or extraordinary cultivations. Full value for unapplied farmyard manure, and full cost of haulage to heap or field.

No allowance is made for unconsumed crops. The outgoing tenant is paid for all uncut hay and straw made in the last year. Sometimes a sum is allowed for clover and bean stubbles; for the manure and carting, at per ton. On the fallow rent, rates and taxes are allowed, and the tillage after the crop has been cleared. If there is proof what the outgoing tenant has paid for fallow on entry, that he is allowed on quitting. Sheep foldings are paid for if there has been no after crop. A nominal price is paid for the straw and old hay left. The outgoer gets 3*d.* per acre for the groundage or feed of the young clover. The straw, chaff and cavings are the property of the

landlord or incoming tenant, who threshes, dresses and delivers the corn. Suffolk.

As to purchased feeding stuffs, no allowance by custom seems to exist, nor for purchased manure. No existing allowance for agricultural improvements nor for any permanent improvements. Purchased manure.

There appears to be no customary right to claim against an outgoing tenant for selling off produce. It is usual to mow but half the pasture, though in some districts the whole may be mown with impunity; and custom compels the hay to be paid for at the price per ton the valuer may determine. Tenant is liable for over-cropping without manuring, and for taking too many successive white straw crops, for a deficient quantity of fallow, for breaking up old grass land, and for damages to plantations, trees and coppices. The tenant is also liable for any acts of wilful waste done in the last year. The four-course shift seems the usual mode of cultivation. The incoming tenant has no customary right of pre-entry. If the outgoing tenant quits at Michaelmas, he has the use of the barn and granary till Lady-day. The incoming tenant has to thresh, dress and deliver the outgoing tenant's corn. The rotation of crops is, fallow, barley, layer, half pulse, half wheat, as near as the size of the field permits. No custom as to away-going crop. Liabilities of tenant.

As to repairs, the tenant is only liable to pay for acts of wilful waste to buildings, fences, gates, drains, &c. done in the last year. Entry. Repairs.

Custom varies greatly; an inventory duly attested is often the guide for quitting. The tenant

Suffolk.
Cultiva-
tion.

must follow the four-course shift, but he is not pinned to the identical crop; if on clay land, he grows two-thirds wheat and one-third oats, instead of two-thirds wheat and one-third barley, but he must not exceed two-thirds white straw. The consuming value of the hay is arrived at by deducting the cost of cutting out, hauling, and all charges and expenses, from the market price. The incoming tenant takes the straw, fodder and chaff for threshing and delivering the corn grown on the farm the last year. He pays by valuation for all hay, manure and composts left on the farm at Michaelmas; for ploughing, harrowing and rolling, not over five clean earths, and a part of the rent of the fallow, varying from one-half to the whole.

Surrey.

SURREY.

Entries.

Allow-
ances to
outgoing
tenant.

Michaelmas tenancies are the most usual.

Full value of the labour and seeds of the growing wheat, barley, oats, bean and pea, and root crops, for crops growing or for consumption on the farm, is allowed; but in nine cases out of ten barley would be harvested by the outgoing tenant. Very few beans are grown, but if any winter beans were put in by the outgoer, under direction of the landlord or incoming tenant, they would be paid for at seed and labour. Clover and seeds estimated as they stand, according to the prospective value to the tenant in his next year's crop. Root crops allowed for at value of labour done or said to be done; manure, seed and tillages, after the crop is up, even when the crop is a failure. The

outgoer generally gives fourteen days' notice to the landlord prior to sowing roots, or permits the landlord to sow them in the last year of the tenancy. Half price is allowed for labour for root crops in the last year but one.

Surrey.

Allow-
ances to
outgoing
tenant.

Full value is allowed for working, and for rent, rates and taxes for bare fallows; nothing for half fallows. Extraordinary cultivations allowed for, if such will benefit the incomer. Farmyard manure valued at per load; manure of last year but one used to be allowed for at half value, but this custom is being gradually done away with. All the haulage is allowed for, if done at the request of the landlord or incoming tenant.

Tillage.

White straw and pea and bean straw is allowed for at per ton.

Full value allowed for meadow and other hay. Straw is paid for at fodder price, hay at the value of the dung made from it. Old hay not consumed and dung made previous to the last year, but unapplied to the land, are sometimes paid for, but this is left to the discretion of valuers. Usually outgoing tenant harvests barley.

No allowance for oilcake or feeding stuffs, but in estimating the costs of farmyard manure or foldings of sheep the valuer makes some difference when cake or other feeding stuffs have been used; but this is not generally considered adequate to the real value of such manure or foldings.

Purchased
feeding
stuffs.

The full value of guano, nitrate of soda, sulphate of ammonia, nitro-phosphate, special concentrated manure, bone dust, superphosphate of lime, kaimit,

<p><u>Surrey.</u> Artificial manures.</p>	<p>rape-cake, soot, and fish or other artificial manure applied in the last year of the tenancy to root crops is allowed for. No allowance except to root crops, and it is doubtful if this would be allowed in a Lady-day tenancy. When half fallows are valued, in some cases the manure used in the last year but one is allowed for.</p>
<p>Permanent improve- ments.</p>	<p>As a general rule, in estimating the value of farmyard manure or sheep foldings, a difference is made if feeding stuffs of any kind have been used.</p> <p>There is no customary allowance for agricultural improvements nor for permanent improvements. Drainage is usually done on the ten or twelve years' principle.</p>
<p>Liabilities of tenant.</p>	<p>There are no customary claims for selling off produce; usually the tenant is liable for one-third of the value, but the matter is most frequently left to arbitration, as are also claims arising from deterioration and violation of good farming.</p>
<p>Cultiva- tion.</p>	<p>The prohibited crops are turnip seeds, swedes, rape, or other seeds of like value, except in very small quantities. Only a limited quantity, say three to four acres, of potatoes are allowed, unless a heavy amount of farmyard or other manure be purchased or applied to the land from which such crop is taken. The minimum quantity of fallow is one-third for roots, or one-fifth in clover-ley or green crops. Hay, straw, and roots may not be sold off, and this is only allowed when the tenant spends largely on feeding stuffs or artificial manure.</p>

The incoming tenant has no right of pre-entry by custom; the outgoing tenant in Michaelmas tenancies retains the use of the barn and part of the granaries and cart sheds till the next May-day. There is no custom as to an away-going crop. The tenant is liable for all repairs to building, and to gates, fences, drains, ditches and roads.

Surrey.

Entry.

Repairs.

The four-course system is mostly in use; tenants who farm very highly are occasionally allowed to depart from it. The very large sum that an incoming tenant pays under the Surrey system has long been a ground of complaint; it has so grown up that a very large sum is often payable for a farm in a very bad condition, and it arises mainly from the fraudulent claims for compensation for manures and dressings.

Surrey
tenant-
right.**SUSSEX.**Sussex.

Entries usually at Michaelmas.

Entries.

In East Sussex the outgoing tenant is paid for cultivation, labour on fallows, and rent and taxes thereon. Half fallows are not usually allowed for. Dung applied to growing green crops usually paid for. No payment usually for half-dressings of dung except in the Weald district. Half-dressings of lime usually paid for. The remaining hay paid for at feeding value. Straw and haulm not paid for; but the incoming tenant threshes, winnows and carries to market the outgoing tenant's wheat crop, and keeps the straw for this. Clover-leys not usually paid for. Growing under-wood allowed for to the stem. In West Sussex

Allowances
to outgoing
tenant.
East
Sussex.

<p>Sussex.</p> <hr/> <p>West Sussex. Allow- ances to outgoing tenant.</p>	<p>outgoing tenant is paid for the tillage to the turnip land and the fallows. All labour on the unspread manure; the remaining hay at a feeding price, or sometimes, by special agreement, at a market price. Remaining straw, haulm and dung are not paid for. The fodder and chaff are usually paid for at a small sum per acre according to the harvest, but not exceeding 8s. per acre. Foldings are paid for at not less than two sheep to a square hurdle, fifty to sixty hurdles per acre for three sheep, one-third deduction if for two. Saintfoin roots are paid for down to four years old, according to the plants. Underwood, even in hedgerow, paid for down to one year's growth.</p>
<p>Purchased feeding stuffs and artificial manures.</p>	<p>Artificial manures to green crops are usually paid for. In West Sussex manure on pasture land, if applied in the last year of the tenancy, is allowed for at two-thirds of the cost. For oil-cake fed off in yard one-half the cost is allowed, and the same sum if fed off on land and no crop taken since, but if a crop be taken one-half only is allowed.</p>
<p>Permanent improve- ments. Entries.</p>	<p>In the Weald district nitrate of soda and guano are generally allowed for, and liming and rape-cake and leas are also paid for.</p> <p>No custom as to allowance for permanent improvements or for buildings or erections by tenant.</p> <p>Incoming tenant enters on the fallows at Lady-day. The outgoing tenant retains half the house, the barn and yard, rickyard, stabling, except for four horses, cottages, except carter's and a cart-house, until 1st May to thresh out corn or grain, unless the incoming tenant agrees to do this for</p>

the straw. Landlord usually provides all the materials for repairs, and sometimes half the labour, and makes all permanent improvements at his own cost, charging the tenant a per-centage. The tenant usually finds half the necessary labour for repairs, sometimes the whole.

Sussex.
Repairs.

The customary mode of cultivation is usually the four course system.

In West Sussex the landlord finds the materials for the buildings, the tenant the labour. Fixtures usually belong to the landlord. Tenant keeps the roofs and doors of buildings in repair, and the roads. As to drainage, the landlord usually finds pipes, the tenant labour; or the landlord does the drainage, and charges the tenant with interest on it at four or five per cent. on the outlay. For chalking, if in last year, the whole cost; in second year, two-thirds; third year, one-half; fourth year, one-third; fifth year, one-fourth.

Drainage.

The tenant hauls all materials within seven miles gratuitously, except stone, which the landlord does at his own cost. The tenant finds materials and labour to keep existing roads in repair, the cost of new ones being divided between landlord and tenant.

Haulage.

In Michaelmas tenancies the incoming tenant enters on peas or tares as soon as crop is cleared to work them, and on clover on the 25th September. Incoming tenant has a right to sow clover in Lent corn, or get outgoing tenant to do so.

Warwick.**WARWICK.**Entries.

Entries vary greatly; no fixed dates, but a great number of Lady-day entries.

Allowances to outgoing tenant.

No general system of allowance for growing crops or tillages, but different rules prevail on different estates, as also in regard to removing manure, hay and straw, dates of entry, valuations and allowances. It can hardly be said there is any customary allowance for purchased feeding stuffs and artificial manure, and, although linseed oilcake is sometimes allowed for, if either landlord or tenant raised an objection, it cannot be said the allowance would be enforced by custom. Not only are all the entries and quittings different, but there are at least half-a-dozen different modes of valuing fallow and Lady-day entries within as many miles of Warwick. There seems to be no fixed customary allowances for agricultural or permanent improvements, no regular customary claim against a tenant for selling off produce or bad farming.

Improvements.Drainage.

Drainage is sometimes allowed for, but the scale of years is a very limited one, often only three. The landlord frequently finds the pipes and the tenant puts them down.

Cultivation.

The outgoing tenant takes an away-going wheat crop on the fallow, but, if it is a "brush" crop, the incoming tenant has the option to take to it by paying for seed, labour and last half-year's rent. Incoming tenant pays for breaking up winter fallow, but not for work on a turnip fallow. No right of pre-entry to prepare for spring crops.

No right to sell off hay and straw. No right to be paid for unapplied manure. The tenant does repairs. The root crop is often valued to the incoming tenant. Half the cost of cake and corn consumed in the last year is allowed. In some cases bones are paid for at cost price on a six years' principle. Warwick.

WESTMORELAND.

The usual entries on the Penrith side are either Candlemas or old Lady-day (6th April). On the south side the county, husbandry and tillage, 14th February; grazing, 5th April. On north side Lady-day entries are common. Westmoreland.
Entries.

In South Westmoreland outgoing tenant claims an away-going crop of wheat, two-thirds being raised on the fallow, one-third on a brush crop. The customs are very similar to those of Cumberland. Allowances to outgoing tenant.

The tenant is only entitled by custom to compensation for fallow, seed wheat, grass seed, carting and spreading manure. There is no tenant right. The incoming tenant enters on a portion of the arable land in the November preceding the termination of the tenancy, prepares his fallow and sows his crops for the following year. Wheat and seeds are taken at a valuation by the incoming tenant. Turnips and any unconsumed crop at a consuming value. No compensation given for any manure.

The usual mode of cultivation is a five or six year shift—(1) Oats; (2) turnips; (3) wheat or Cultivation.

West-
moreland.

barley; (4) seeds, mown or grazed; (5) grazed; (6) grazed or oats.

No custom or right to compensation for permanent improvements.

Wiltshire.

WILTSHIRE.

Entries.

Entries usually at Michaelmas, but a good many Lady-day tenancies are to be met with.

Allow-
ances to
outgoing
tenant.

In the south district the full value of the labour and seeds of the growing wheat crop is allowed to the outgoing tenant, but no allowance for growing wheat is made in the rest of the county.

No allowance for the growing barley, oats, bean and pea crops is made throughout the county, but full value of the growing clover or grass seed crop is allowed.

No allowance is made for the second year's clover or grass seeds crop; in the south district no allowance is made after a corn crop has been taken; but saintfoin roots are allowed for for three years.

No allowance is made for root crops for consumption on the farm, or for other crops growing or for consumption on the farm; but in the south district the cost of fallows and manuring is allowed. In case of turnips being fed off, half the cost of the manure, rent, rates and taxes allowed. Straw at feeding value. No allowance for hay or roots consumed when the tenant is permitted to sell.

Tillages.

Full allowance is made for working bare fallows, and in the south district rent, rates and taxes are also allowed.

Full cost of haulage of farmyard manure to heap or field is allowed. Wiltshire.

White straw and pea and bean straw and labour of stacking is allowed for at per ton. Allow-
ances to
outgoing
tenant.

At Lady-day entry the outgoing tenant has the off-going crop of wheat, which is generally taken by the incoming tenant at a valuation at time of harvest. At a Michaelmas entry the outgoing tenant is paid the costs of all fallows and half the cost of his turnip cultivations, provided the land is left in a clean and good state. Straw at feeding value.

In the north—Swindon district—the outgoing tenant has an away-going crop on two-thirds of the arable land.

There seems to be no general custom giving any allowance for purchased feeding stuffs. For purchased manure, if applied to a root or other crop consumed on the land and the cultivation has been properly performed, one-half the value is allowed. In the Swindon district, if the root crop is left for incoming tenant, all superphosphates and tillages are paid for in full; but if the outgoing tenant consumes it, only half is paid for. Purchased
manure.

Sometimes the outgoing and incoming tenant agree to allow something for the corn and cake fed by sheep on the farm during the summer previous to the outgoing tenant quitting at Michaelmas. If the tenant consumes on the farm straw he is entitled to sell off, he is paid the value of the remaining unapplied manure. If the tenant may sell roots off, and he consumes them on the farm, he is entitled to half the cost of cultivation.

Wiltshire.**Allow-
ances for
improve-
ments.**

The full cost of chalking done in the last year is allowed; if done previously, it is on the three years' principle; and the full cost of liming in the last year, both arable and pasture land. The full cost of laying down permanent pasture in the last year, and the cost of seeds in the previous year, is allowed. There seems to be no customary allowances for permanent improvements. No custom exists that will guarantee an outgoing tenant being paid for fixed steam engines or other fixed erections; but an arrangement is generally made between the outgoing tenant and the landlord previous to the outlay. Buildings of wood and fixed steam-engines and driving gear erected by the tenant are removable.

**Liabilities
of tenant.**

The full market value is payable by custom for all hay, straw, roots, green crops and other produce sold off during the last year of the tenancy.

**Cultiva-
tion.**

It is contrary to custom to mow old pasture twice a year; to mow meadows without manuring them; to take more than two white straw crops in succession; to have a deficient quantity of fallow; to have foul or neglected land; to break up old grass land. The outgoing tenant is bound to leave gates, roads, drains, water-courses and buildings in good repair. All these heads of damage are settled by valuation or arbitration. Some leases and agreements prescribe very high penalties—50*l.* an acre—for breaking up old grass land.

There are no prohibited crops by custom, nor any minimum proportion of fallow or green crops, except in the Swindon district, where it is some-

times one-third, sometimes one-fourth; and the maximum proportion of corn allowed is usually one-half, but sometimes two-thirds white straw. Not more than two white straw crops may be taken in succession. Hay, straw, manure, roots and green crops may not generally be sold off, although some of them are allowed to be in certain localities.

Wiltshire.
Cultiva-
tion.

The incoming tenant is usually allowed a right of pre-entry on certain variable proportions to prepare for wheat, roots, fallow or green crops, but the exact dates vary very much, and are generally settled by agreement. The outgoing tenant retains possession of half the house and farm buildings to thresh corn, and feed straw of last year's corn crop and fodder, and to prepare off-going crop, sometimes till May 1st, sometimes till June 24. The outgoing tenant has the right to away-going crop off two-thirds of the arable land; the incoming tenant generally purchases it at a valuation; it is sometimes sold by auction. The tenant is by custom bound to leave the buildings in repair, if the landlord finds materials and timber in the rough; and also fences, gates, drains, ditches and roads in repair. The Wiltshire custom is very variable; on the line of hills from Swindon to Devizes it is pretty regular, but in the vales, which consist of grazing and dairy farms, the small portion of arable held with them is cultivated on no particular system, and has no very regular custom.

Right of
entry.

Repairs.

Worcestershire.**WORCESTERSHIRE.****Entries.**

In this county entries vary: Michaelmas is the time in the middle and southern part of the county, Lady-day on the Stafford and Warwickshire borders; west of the Severn, Candlemas tenancies used to prevail, but they are making way for Michaelmas.

Allowances to outgoing tenant.

The outgoer has the wheat crop on one-third of the arable land. No allowance is made for the growing barley, oat, bean and pea crops, but full value of the seeds and labour of the growing clover or grass seeds crops is allowed. The tenant has no right to plant the barley without consent of the new comer, and this rule applies to other spring crops. But when he does it he is paid all costs in full.

No allowance is made for root crops, but full allowance is made for other crops growing or for consumption on the farm.

Tillages.

The full value is allowed for the workings of bare fallows, and for haulage of manure to heap or field. The outgoer is allowed an away-going crop on a third of the arable land. He is allowed for the growing seeds if they have not been grazed, for remaining straw at a consuming price, or the outgoer is allowed time to consume it on the farm.

Feeding stuffs.

There is no established allowance by custom for purchased feeding stuffs and artificial manures, nor for any agricultural or permanent improvements.

Cultivation.

The tenant is liable to make good any loss caused by selling off hay, straw, roots, green crops and loss of manure in last year of tenancy. There

seems to be no liability by custom for mowing old pasture meadows without manuring or over-cropping. Tenant is liable by custom for taking more than two white straw crops in succession and for breaking up old grass land, neglect of gates and fences, drains, outfalls and watercourses, damage to timber, coppice and plantations, and the ordinary repair to buildings. All crops, except the ordinary ones usually grown, are prohibited by custom. Minimum proportion of fallow or green crop is one-half or one-fourth. The maximum proportion of corn crop is not more than one-half in white straw. Two white straw crops in succession are forbidden. Hay, straw and roots may not be sold off, except with landlord's leave, in certain localities. In a Lady-day take the incoming tenant may enter at Candlemas, and is allowed part of the buildings for his use. The outgoing tenant retains part of the house, fold-yard and boozy pasture till May 1st. On a Lady-day take the wheat crop belongs to the outgoing tenant, the straw to the incoming tenant. The away-going wheat crop usually extends to one-third of all the arable lands. The tenant is liable, subject to ordinary wear and tear, to repairs to buildings, and for repairs to fences, gates, drains, ditches and roads.

Worcestershire.

Cultivation.

Entries.

Repairs.

The apples and pears must be removed by the outgoing tenant before the 29th September, or they become the landlord's property. The fruit is frequently not ripe by Michaelmas, and the trees are greatly damaged by its being gathered before.

Fruit.

Yorkshire.**YORKSHIRE.****Entries.**

In the North and East Ridings, old Lady-day (6th April) is the usual time of entry. In the West Riding, where it adjoins the North and East, the same rule prevails, but in other parts Candlemas is the favourite time.

**Allowances
to outgoing
tenant.**

In the West Riding, Wakefield and Barnsley districts, the full value of the labour and seeds of the growing wheat, barley, oat, bean, pea and clover and grass seeds crops are allowed the outgoing tenant, and in the Barnsley district for wheat upon clover stubble an allowance for condition is made beyond seed and labour.

Nothing is allowed for the growing wheat, barley, oat, bean and pea crops; but full value of the seeds and expense of planting, of the growing clover or grass seeds crops is allowed in the North and West Ridings, Ripon district, provided the same has not been grazed or mown.

In the North and West Ridings, Malton district, allowance is made for seed and labour of the growing wheat and bean crop, and for seed of the growing clover or grass seeds crop. No allowance is made for the growing oat crop, and the barley and pea seeds would not be sown by the outgoer.

In the rest of the county the outgoer has an away-going wheat crop, but an allowance is made for the growing barley, oat, bean or pea crops. But in the East Riding district clover seed bills, if the young seeds have not been eaten by sheep or lambs after harvest, are allowed.

In the West Riding, Wakefield and Barnsley districts, for the second year's clover or grass

seeds crop, the seed bill and cost of sowing are allowed. Old seeds are not allowed for. **Yorkshire.**

In the West Riding, Wakefield and Barnsley districts, growing root crops are taken at a valuation at a consuming price. Rent, rates and taxes for one year allowed. Half the workings of the last year but one are allowed; and in the Barnsley district the cost of seed and hoeing roots is allowed, except for potatoes, and rent and rates are allowed as well as workings. And in both districts full value is allowed for other crops growing or for consumption on the farm. Allowances
to outgoing
tenant.

In the West Riding, Wakefield and Barnsley districts, for bare fallows, all the workings, rent, rates and taxes are allowed for one year, and half the workings and half the rent, rates and taxes of the last year but one; and for extraordinary cultivations, performed in the last year of the tenancy, full value is allowed; but if the land has been suffered to get into a bad state, only a portion of the workings are allowed beyond the simple ploughing, harrowing, &c. In the Wakefield district full value is allowed, at per yard, of unapplied farmyard manure, and full cost of haulage to heap or field. In the Barnsley district the full value is allowed in the yard or if applied on land from which a crop has been taken; half the value after one crop has been taken; on pasture land the allowance extends to three years. **Tillages.**

In the North and West Ridings, Ripon district, farmyard manure is taken at a valuation. **Manure.**

In the North and West Ridings, Malton district, bare fallows are generally sown with wheat

Yorkshire. for the away-going crop, and full value is allowed,
Manure. at per quantity, for unapplied farmyard manure,
 and full cost of haulage.

In the North and East Ridings full value is allowed for unapplied farmyard manure, but the foldyard manure generally belongs to the tenant; where it does not he is allowed one-half the cost of the linseed oilcake consumed in the last year, and one-fourth of that of the previous year.

In the East Riding, if on entering the tenant paid the full value of the manure and straw, he can claim the same on leaving.

**Allowances
for uncon-
sumed
crops.**

In the West Riding, Wakefield and Barnsley districts, full allowance is made, at per ton, for the remaining white straw and pea and bean straw.

In the North and West Ridings, Ripon district, straw is taken at a valuation.

In the North and West Ridings, Malton district, full allowance is made, at per acre, for the remaining white straw and pea and bean straw.

**Feeding
stuffs.**

For purchased feeding stuffs the customary allowance in the Wakefield district of the West Riding is one-third of the value of linseed or cotton cake consumed in the last year, and one-fourth of that consumed in the previous year. In the Barnsley district one-fourth of that spent in the last year, and one-eighth of that consumed in the previous year.

In the Ripon district of the North Riding one-third of the value of any feeding stuffs, that is, rape-cake, malt coombs, and locust beans, consumed in the last year, is allowed. If it is con-

sumed on arable land no away-going crop must be taken. An allowance for cake consumed in last six months of a Lady-day tenancy. In the North and East Ridings one-third of the value of the linseed oilcake consumed in the last year, and one-sixth of that consumed in any previous year is allowed. In the Ripon district an allowance of one-sixth for feeding stuff consumed by pigs in the last year of the tenancy is made.

Yorkshire.

Feeding
stuffs.

As to purchased manure in the Wakefield district of the West Riding, one-half of the value of the guano applied to the root or hay crops for consumption on the farm in the last year of the tenancy is allowed, and one-third of the guano for the root crops applied in the previous year. In the Barnsley district the full value of the guano applied in the last year to the green crops, deducting two-thirds of the value of the root crop, if drawn off, and one-half, if consumed on the ground, is allowed. One-third of the value of the guano applied to the growing corn crops when the straw is left to be consumed is allowed, and the same rule to guano applies to the hay crop if only one crop has been taken; two-thirds of the cost of the guano applied in the last year to pasture, one-third if applied in the previous year, is allowed. In the Ripon district of the North Riding half of the value of the guano applied to the growing crops for consumption on the farm in the last year, and one-half of that applied the previous year, is allowed. For bone dust in the Wakefield district, if applied to the root crop for consumption, if in the last year, one-

Purchased
manure.

Yorkshire. half the cost; if in the previous year, one-third.

Purchased manure. In the Barnsley district the full value of the bone dust applied in the last year to the root crop, less two-thirds the value of the crop if drawn off, and one-half if consumed on the ground, is allowed, and the full value if applied to corn or hay crops for consumption in last year, and two-thirds if applied the previous year, but deducting one-third for each hay or corn crop taken, is allowed. In the Ripon district, one-half the value if applied in the last year, and one-fourth if in the previous year, to the root crop. For either night soil or town manure applied to the root crop, if in the last year, in the Wakefield district half the value is allowed, while in the Barnsley district the full value, if applied in the last year, and one-third, if in the preceding year, to pasture land, is allowed; the rule being, after one pasturing two-thirds, after two pasturings one-third. The rule seems to be that the away-going crop is regarded as full compensation for purchased feeding stuffs and manures. In the Barnsley district claims are often made by the outgoing tenant for corn consumed, but no allowance is made except a little for manure if cake has been used, and if more than the usual quantity of corn has been consumed. The value of one ton of dung from beans, peas or lentils is 3*l.*; from malt dust, 3*l.* 11*s.*; for bran, 2*l.* 15*s.*; from beans, barley, indian corn, malt and wheat, 25*s.* to 27*s.*; an allowance is made if used in large quantities, especially if purchased. The value of the manure arising from hay consumed, if no crop has been taken, is allowed; half the value after

one crop. If the tenant may sell straw and roots Yorkshire. and consume them, the same allowance for straw and roots are made.

In the Malton district nothing is allowed for Manure. hay, straw and roots consumed when the tenant might have sold them, except that the increase in the bulk of the manure makes it worth more.

In the Wakefield district for liming arable or pasture land in the last year one-half, if in the previous year one-third, is allowed. In the Barnsley district for liming or boning arable land, if one corn crop has been taken, two-thirds; if two corn crops taken, one-third; for liming or boning pasture, five-sixths after one pasture, and one-sixth deducted for each of the next five successive pastures. In the Ripon district one-half of the cost of liming arable land or boning pasture land in the last year is allowed, one-fourth if in the last year but one; but no allowance if the lime or bones are applied to the land from which the away-going crop is taken. In the Wakefield district the full value of all pasture laid down in the last year is allowed.

In the Wakefield district for draining the rule Drainage. is the full value if done in the last year, and the cost is spread over five or six years, as the landlord finds the tiles or not. In the Barnsley district the tenant finds everything; the full cost if done in the last year; on the ten years' principle. In the Ripon district, four-fifths of cost if done in last year and the drains are cut not less than three feet deep and are in good working order on the tenant leaving, on the five years' principle, that is, if the

TION FOR UNEXHAUSTED IMPROVEMENTS.

finds the tiles; if the tenant, then six-
of the cost in the last year, and the seven
nciple. In the Barnsley district for re-
moorland and peat bog the full cost if in
ear, and the five to the ten years' principle
to the amount of expenditure. The full
ling up ponds and ditches in the last year
ancy is allowed both in this and the Wake-
ict. In the Barnsley district for erecting
od or iron fencing in the last year of the
he full cost, and in some cases the ten
nciple is applied; and the same rule pre-
to making walls, banks and reservoirs.
alton district for planting orchards and
f done in the last year, the cost price of
is allowed. In the Ripon district for
tone, wood and iron buildings in the last
he landlord finds the materials, nine-
the cost; if the tenant, nineteen-
s, and the ten or twenty years' principle
l, as the case may be.

Wakefield and Barnsley district the cost
den or other buildings not attached to
old, erected in the last year of the
is allowed, and also the full value of all
ures erected at the same time. In the
district the full cost of haulage of ma-
the last year is allowed. In the Malton
e tenant is entitled to be paid the full
all fixed steam engines and driving gear
fixtures put up in the last year of his
r to remove them.

In the Wakefield and Barnsley districts the outgoing tenant is liable for the full damage caused by the loss occasioned to the farm by selling off hay, straw, roots and green crops during the last year of his tenancy. In the Barnsley district the measure of damage is the cost of getting to the premises manure equivalent to what would have arisen from produce sold off during the last ten years of the tenancy, and if the manure belongs to the estate the value of the manure would be added to the cost of haulage. In the Malton district the loss caused by selling off is taken into account by the valuer when fixing what the outgoing tenant is to receive for his away-going crop. But in the neighbourhood of towns it is by no means unusual to allow the tenant to sell off.

Yorkshire.

Cultiva-
tion.

In the Malton district old pasture may be mown and meadows mown without manuring if the produce is consumed on the farm. In the Barnsley district meadows may be mown twice without manuring, if oftener a charge of from 20s. to 30s. an acre is made. In this district a claim lies against the outgoing tenant for over-cropping without manuring, for the extra cost of cleaning the land, and from 20s. to 30s. per acre for manure. In the Barnsley and Ripon districts, two white straw crops are allowed to be taken in succession; if more are taken a charge is made for the extra cost of cleaning the land, and from 20s. to 30s. an acre for manure, and any application of manure, &c. to the last crop is forfeited. In the Malton district there is a doubtful custom of allowing two white straw crops in succession on

Yorkshire. strong land, and sometimes on light lands. In the
Cultiva- Barnsley district, if there is a deficient quantity of
tion. fallow, arising from there being too many white
straw crops, that would imply an excess of land
becoming fallow the next year, for which a claim
for a portion of the cost of fallowing would be
allowed. If there is any foul or neglected land a
claim for cleaning, one or two dressings and re-
storing, according to circumstances, is allowed. For
breaking up old grass land either a penalty is paid
by agreement or a sum as a penalty would be
fixed by the valuer. For neglect of gates, fences,
roads, drains, outfalls and watercourses, in the
Barnsley district, the tenant would be liable to the
cost of putting them into tenantable repair.

Repairs. In the Ripon district the landlord repairs, after
having given the tenant due notice to do so ; if
he does not, the cost is paid by the tenant on
quitting. In the Malton district the damage is
settled by valuation. The landlord generally
fences off timber, coppices and plantations, but if
the tenant did any injury he would be liable.
For neglect of ordinary repairs to buildings, the
tenant would be liable for the amount of putting
them into tenantable repair ; this would be fixed
by valuation. In the East Riding, in some places
the tenant is not by custom, in the absence of any
special agreement, liable to make repairs ; but the
usual rule seems to be that he has to leave the
farm in tenantable repair, or else an allowance will
be made for dilapidations.

As to prohibited crops in the Barnsley district,
only a limited quantity of potatoes are allowed to

be grown on the farm. In the Ripon district growing flax, teasles and chicory are prohibited. The minimum proportion of fallow is, in the Wakefield district, one-fourth, in the Barnsley district from one-fourth to one-fifth, of the arable land; in the Ripon not less than one-fourth. In the Malton, on strong soil, one-fourth of the arable is expected to be under green crops, and on ordinary turnip soil one-half is the usual quantity. The maximum proportion of corn crops is, in the Wakefield district, three-fourths, in the Barnsley from one-third to two-thirds. In neither of these districts may more than two white straw crops be taken in succession. In the Ripon district it is not allowed to take two white straw crops in succession without the landlord's leave. In the Malton district not more than two white straw crops may be taken on strong soil, and not more than one on light soil. The produce not allowed to be sold is hay, straw, green fodder, turnips and manure. In the Barnsley district hay, straw and green fodder may be sold if an equivalent of manure is brought back, and the rule is allowed in the Malton district upon accommodation land near towns.

Yorkshire.

Cultiva-
tion.

In the Barnsley district the incoming tenant may enter on all the land on the 2nd February. In the Ripon district the incoming tenant on a Lady-day entry can enter at Martinmas upon all arable lands except the fields from which the outgoing tenant takes his away-going crop. In the East Riding the incoming tenant can enter on the 2nd February for ploughing, and is entitled to

Yorkshire. stable room for his horses. The outgoing tenant may not keep possession of land in the Wakefield district after February 2nd. In the Ripon district the outgoing tenant can retain possession of all the arable land on which the away-going crops are growing until the crops have been valued and harvested. In the Barnsley district the away-going crop is valued to the incoming tenant, less the rent and taxes. In the Ripon district the outgoing tenant gets an away-going crop from one-third of the arable land, provided the crops have been either open fallow, turnips eaten, or clover depastured the year before quitting. In the Malton district the outgoing tenant is allowed one-third of the tillage for an away-going crop. He pays rent, taxes and cost of reaping, stacking and market, but has to leave the straw on the farm. In the North Riding an off-going crop from one-third of the arable land is allowed if no corn crop has been taken on that land the previous year. In the East Riding an outgoing crop off one-third the tillage from fallow, turnips, rape eaten on the land, seeds eaten with sheep and cattle, and one year's manure, and deducting for the off-going crop one year's rent, taxes and harvesting expenses.

Repairs. For repairs the tenant is usually liable for repairs to fence, gates, drains, ditches and roads; as to buildings, he is bound to keep them in tenantable repair, or else he will be liable for dilapidations at the end of the tenancy. In the Barnsley district the liability only extends to outside painting, repair of windows, doors and fixtures. In

the Ripon district the tenant is only liable if the landlord provides material. Yorkshire.

The following scales of allowances are those in customary use on two large estates in the North Riding. Allow-
ances on
certain
estates.

“To have an away-going crop off one-third of the arable land, which shall have been limed or manured, and shall be either a complete open fallow, on seed land, or in turnips eaten thereon, paying such sum of money per acre for standage thereon as shall be a full proportion of rent according to the whole rent paid, and a like proportion of all assessments and taxes for the whole year in respect thereof. The tenant is bound to sell to the landlord or incoming tenant the away-going crop. The incoming tenant or landlord to have a right to enter and to sow with grass or clover seeds, and to harrow and roll in the same, or if done by tenant the cost of seeds and labour of planting to be repaid him. Also tenant entitled to be paid for any ploughing done in a good and satisfactory manner before the 1st of January at the request of the landlord. The tenant also to be paid the nett cost price of lime and half-inch raw bones applied upon the lands from which the away-going crop is taken, or where one crop of any kind is taken, two-thirds of such cost; and where two crops taken, one-third of such cost.

“The tenant also to be paid one-fourth of the nett cost of linseed, rape or cotton cake consumed on the farm (except by horses) within the last twelve months, and for the quantity consumed the twelve months preceding one-eighth of the cost.

Yorkshire.

Allow-
ances on
certain
estates.

"All hay, turnips and mangolds unconsumed at the end of the tenancy to be valued to landlord at feeding prices."

On another large estate in the North Riding the following is the usual valuation.

"The said tenant shall be paid by the incoming tenant at the time of quitting the same, the original cost of all such clover, hay and grass seeds as shall have been in the spring preceding his quitting, provided such seeds have not been damaged by sheep or horses or other cattle. Also shall be allowed an away-going crop of corn to be taken from such parts of the land in tillage as shall have been fallow or turnips the preceding summer, and shall not in the whole exceed [this is generally one-third or one-fourth of the arable land], which away-going crop it is agreed shall be taken by landlord or incoming tenant at such a price as shall be fixed by arbitrators or their umpire, but subject to a fair deduction therefrom for the expense of reaping, threshing and bringing such production to market. And also a gross rent and tenant's taxes for the onstand of the land at the same rate per acre as the whole farm averages, and that the straw of such off-going crop shall belong to the said landlord or his next succeeding tenant."

**North
Wales.**

NORTH WALES.

It is extremely difficult to give any account of what is the custom of the country in the North Wales counties, among other reasons, from the fact that, except what prevails on the estates of certain great landowners, there is really no custom

at all. The portion of arable land is very small in proportion to the pasture and waste, and it is usually farmed on the worst possible system. No artificial manures or feeding stuffs are purchased, as the tenant has no capital wherewith to purchase them. The tenant has no money to execute improvements, and what improvements are executed are done by the landlord. The Committee of the Chamber of Agriculture gives the following return:—

North
Wales.

“Allowances for feeding stuffs or artificial manure are almost unknown. No allowance by custom for durable improvements. No allowance for permanent improvements. The reason would seem to be that no feeding stuffs are, as a rule, purchased or artificial manure used. A good deal of liming is done, but no allowance seems to be made for it, though the cost is often heavy.”

Purchased
manures.

Liming.

The greater part of the drainage is done by the landlords on borrowed money, and a great deal of it is often very badly done.

Drainage.

The entries are usually Lady-day.

The offgoing tenant claims an away-going crop, of two-thirds on a fallow, one-third on a clover-ley; should he omit to manure the clover-ley, he forfeits his share of the crop for it.

Allowances
to offgoing
tenant.

The incoming tenant pays for seeds and labour in some cases. If the entry is Michaelmas he only pays for seeds.

The landlord does all the repairs that are done, the tenant hauls the materials gratuitously. There are no obligations or restrictions on the mode of farming. As a rule, the tenant breaks up a grass

Repairs.

North
Wales.

field, grows corn till it will grow corn no longer, then breaks up another.

Only two counties, Anglesea and Montgomeryshire, deserve separate mention.

Anglesea.**ANGLESEA.**Buildings.

If the tenants erect houses or buildings at their own cost, they claim a right by custom for themselves or their successors to remain on the farm, or, if they leave, to be compensated for the buildings. The buildings thus erected are often of a very inferior character, so much so that it has become the habit to insert in agreements of tenancy that the tenant shall not erect buildings without the landlord's leave.

Mont-
gomery-
shire.**MONTGOMERYSHIRE.**Allow-
ances to
outgoing
tenant.

The usual date of entry is the 25th March.

The outgoing tenant is usually allowed two-thirds of the value of the growing wheat crop, but the straw remains on the farm. If the wheat crop is on a summer fallow the allowance would be more than two-thirds. The clover and grass seeds are usually taken at a valuation. The landlord would pay, if the incoming and outgoing tenants could not agree, the full value of the seed.

Purchased
manures.

No customary allowance exists as to allowance for purchased manure or feeding stuffs, or any of the improvements mentioned in the 1st schedule to the Act. What improvements are done are generally done by the landlord. The tenant usually hauls the materials, &c.

There seems to be no liability by custom for bad farming or deterioration.

Mont-
gomery-
shire.

The outgoing tenant retains a room in the house and part of the stables and the boozy pasture until 1st May.

Entries.

The incoming tenant is entitled to enter on the arable land on the 1st January to manure and prepare the arable land for his crop.

There seems to be no custom as to cropping, and no customary liability as to repairs.

The only provision as to compensation, or as to restrictions on cultivation and provisions as to repairs, &c., are found in the different agreements on the large estates, and it rarely happens that these clauses are enforced against the tenant. As a rule the farming is of a very slovenly nature, the land seldom well cleaned or properly manured.

SOUTH WALES.

South
Wales.

The observations as to North Wales to a great extent apply to South Wales. In all the hill districts there is much to be done before the system of farming becomes one to which a liberal allowance on quitting can be applicable, but things are better than in North Wales, and something like an established custom is found in most of the counties. The return of the Chamber of Agriculture states as follows:—

“No general customs exist in any county giving compensation for purchased feeding stuffs and artificial manure. Very few allowances for durable improvements. The reason is the same as in North Wales, so little is done.”

**Brecon-
shire.**

BRECONSHIRE.

The customs are thus stated in Dixon's "Law of the Farm":—

Entry.

"In this county the holdings commence almost entirely at Michaelmas. All the land is retained by the outgoing tenant, with the exception of one field, until St. Andrew's-day (November 30th), when the whole, except such boozy pasture field and the turnips and green crops, are given up to the incoming tenant. The latter are retained by the outgoing tenant till March, when the incoming tenant enters to sow his Lent grain, but the boozy pasture is given up to the incoming tenant on the 1st of May. All buildings at the homestead, with the labourers' cottages, &c., are retained by the outgoing tenant till the 1st of May; but access to the kitchen and one sleeping room is granted to the incoming tenant, together with a stable and a place for his horse gearing.

**Allow-
ances.**

"The wheat has to be sown by the 29th September, unless leave for further time has been obtained from the incoming tenant, who is entitled to one-fourth of the produce on fallow, and one-half from stubble or swarth. In Llanfigan the outgoing tenant has no right to the turnips or green crops after November 30th (unless they are previously taken from the field and stacked) except by consent, which is usually given, as is also permission to sow wheat after September 29th."

CARDIGANSHIRE.**Cardigan-
shire.**

The customs are thus given by Dixon :—

Entry.

“The usual period of entry upon farms is Michaelmas, and the holding from year to year. Leases for one or two lives are not uncommon, also for seven, fourteen or twenty-one years; but the leases for lives are not so general as they formerly were. The outgoing tenant has nothing to do with the incoming, but each settles his claim with the landlord.

**Allowance
on quit-
ting.**

“If a landlord gives a tenant notice to quit he has to pay him for all necessary improvements on buildings made during the tenancy, and for all draining if properly executed. The outgoing tenant quits the farm at Michaelmas. If he has carted lime on the farm or left any farmyard manure, or has sown rye-grass or clover seed, &c., the new tenant has to pay for them, and also for half the value of the lime which has been carted and spread upon the farm during the preceding year and produced one crop.”

A custom has arisen in Cardiganshire that the tenant should be paid a certain proportion for the buildings erected and the drainage done by him.

The Cardiganshire custom is thus stated by a Cardiganshire valuer of considerable experience.

**Usual
custom.**

“As soon as the tenant receives notice to quit his first idea is what is the most he can get out of the farm before he goes. As soon as he has settled this, he sets to work to do it by cropping everything he can crop. He has a sale just before he leaves, at which he sells off everything—crops, keep, manure, the manure often added to by the

**Cardigan-
shire.**Usual
custom.

scrapings of the roads adjoining the farm ; in fact, except growing timber, and the actual farm buildings, he includes everything in his sale. There is nothing whatever for the incoming tenant to take to except the freehold, and consequently there is nothing to be paid for ; if there was, nine out of ten of the farmers could not afford to pay for it."

On the mountain farms the incoming tenant often buys the outgoing tenant's sheep at an excessive price ; this he is compelled to do, as strange sheep could not stay on the sheep-walk.

**Carmar-
thenshire.****CARMARTHENSHIRE.**

The custom, as stated by Dixon, is :—

Entry.

"In the east part of the county the usual period of entry is at Michaelmas, and the holdings are from year to year. Leases are uncommon, and when granted rarely exceed twenty-one years, though they run as high as sixty. Where land has to be embanked from the sea, or reclaimed at a great expense, leases have been granted for ninety-nine years. It is not the custom of the outgoing tenant to receive any remuneration from his successor for improvements made on the farm ; and even if he has expended money on draining or farm buildings, &c., he is very rarely remunerated by his landlord. The outgoing tenant almost invariably disposes of his crops by public auction, and very seldom by valuation to the incoming tenant ; sometimes the manure is disposed of the same way, unless there happens to be (which is very seldom) a special agreement to leave it on the land. By custom the outgoing tenant is

Allow-
ances.

paid for all the manure that remains unused, also for the time and manure on summer fallows, as well as for the ploughings and harrowings of the latter for the clover and grass seeds sown with the spring corn; and mostly for part of the manure and lime, the wheat crop, and any ungrazed aftermath. In the west part of the county the entry is generally at Michaelmas, but sometimes at Lady-day. The usual holdings are from year to year. Leases, as a rule, are uncommon; the few granted are chiefly for lives; those for a term of years are very rare. The outgoing tenant receives some remuneration from his successor for improvements which have been recently made. The landlord allows him something for the outlay on recently-erected buildings and draining, but very little of the latter is done. The incoming tenant has to pay for the manure and lime on the farm; he has also to pay for seeds, clover and rye-grass sown the preceding spring by the outgoing tenant. If the latter removes to another farm he takes the crops with him; if he does not, the usual custom is for him to have a sale by auction of all his farming stock and crop on the holding which he is about to leave, unless there is a prohibition in his agreement against his taking away the straw. In the latter case, the landlord or the incoming tenant has to pay for the crop, and two valuers are appointed."

Carmar-
thenshire.

Allowance
for im-
prove-
ments.

In West Carmarthenshire a custom has been growing up for buildings or drainage done by the tenant to be paid for, and also an allowance for liming.

Buildings.

Glamor-
gan.

GLAMORGAN.

Entry.

The usual time of entry is Lady-day, but there are some Candlemas entries.

In Dixon's "Law of the Farm" the custom in that part of Glamorganshire west of the river Avon is thus stated :—

Leases.

As a rule the tenants make no improvements, and can therefore claim nothing at leaving. The old class of tenants with profitable leases merely seem to regard their leases as a security against all modern improvements, and upon the expiration of the leases the premises are generally found to be ruinous, and the land in as bad a condition as possible. The rack-rent tenants naturally expect everything in the way of draining or building to be done by the landlord; in the rare cases where a tenant lays out money in improvements the landlord allows him for them, but there is no custom upon this point. The tenants have seldom sufficient capital for the ordinary working expenses and proper stocking of the farm; all improvements by them are therefore totally out of the question. The custom is for the outgoing tenant to impoverish the land by a succession of straw crops as long as his landlord will allow him to do so, and when the farm is thoroughly run out he gives notice to quit. Before leaving he has a sale of all his stock, crops and manure, down to the mud in the lanes, which he usually scrapes up to make muck heaps larger. The sale is by auction, with six or nine months' credit. The only allowance occasionally made to the outgoing tenant is for the lime, which, by the custom of the country,

must be paid full value for if put on the same year, and half value if put on the year previous." Glamorgan.

In EAST GLAMORGANSHIRE the customs are:—

In that portion of the county of Glamorgan lying between the River Rumney on the east and the River Avon on the west the outgoing tenant is entitled to compensation for the unexhausted improvements done by him on his holding; the measure of the compensation being the value of the outlay to the succeeding occupier. The yearly Entry. tenancy begins and ends on the 2nd day of February, and is subject to six months' notice on either side, to be given on the 2nd day of August. The outgoing tenant has the privilege of retaining the farmhouse and a pasture field, the nearest to the house, free of charge from the termination of his tenancy till the 1st of May succeeding. Before the expiration of the tenancy a valuation of the unexhausted improvements takes place.

Although the custom of the district makes the landlord technically responsible for the compensation due to the outgoing tenant, practically the arrangement is with the incoming tenant, who really pays the compensation due, and between whom and the outgoing tenant the valuation is Valuation. made. Each party names a valuer to act in his behalf, and the two valuers select an umpire, whose decision is final in case of any disagreement between them. The amount of compensation ordinarily payable upon a well-cultivated farm of mixed arable and pasture land is from one to two years' rental. In exceptional cases it may amount to as much as three years' rental. The way in

Glamorgan.

Valuation
on quit-
ting.

which this sum is made up is as follows:—The incoming tenant has to pay the outgoing tenant from 5*l.* to 6*l.* per acre according to the condition of the land after a crop of turnips which (with the exception of a quantity not exceeding one-third which is allowed to be taken off the field for consumption in the yards) has been consumed on the land by sheep.

The exact price to be paid is arrived at by estimating the weight of the crop, the cleanliness of the land and the quantity of corn and cake consumed, by means of which the manurial value left in the ground is increased.

How price
arrived at.

If the turnips or swedes are sold off the land, the price per acre allowed to the outgoing tenant would be from 2*l.* to 3*l.*, according to the condition of the land. In the case of land in seeds following one crop of corn after swedes or turnips, the price paid as compensation for the condition of the land would be half the above plus the price paid for seeds sown, the labour of sowing, harrowing and rolling the same.

Cultiva-
tion.

For summer fallow the incoming tenant has to pay twelvemonths' rent, tithes and taxes in addition to the labour of ploughing, not exceeding three times; dragging, not exceeding three times; rolling twice, and harrowing and chain harrowing. If the fallow be sown in wheat, the cost of seed and sowing is paid for in addition. As to fallow after seeds, the time of ploughing is taken into consideration. If ploughed in August the incoming tenant pays six months' rent, tithes and taxes, and also for ploughing, dragging, roll-

ing, harrowing, &c., as in the case of summer fallow. When lime is used on arable land the full value is paid by the incoming tenant the first year and one-half the value the second year. When two crops of corn have been grown after the application of lime the claim for compensation ceases. In some cases where only one crop of corn has been grown, followed by a crop of seeds, one-third is allowed for the third year. When lime is applied to grass land a decreasing proportion of the value is allowed up to the end of the fifth year.

Glamorgan.

Allowances to outgoing tenant.

The value of farmyard manure applied to the land extends over three years. Full value is allowed for the first year at from 2s. 6d. to 3s. 6d. per cart-load, according to the quality and distance of hauling; two-thirds of the value is allowed for the second year, and one-third for the third year. Rents, tithes and taxes are paid by the incoming tenant for stubbles from the time they are ploughed in the autumn to the 2nd February, also for land on which young seeds are grown that have not been fed off after the corn is out. If, however, they have been fed off up to the 1st of October, three months' rent, tithes and taxes are paid by the incoming tenant.

Manure.

If the outgoing tenant should lay or trim hedges, he will be allowed compensation for trimming for one year only; but for laying, full value for the first year, two-thirds value the second year, one-third value the third year.

Hedges.

There seems to be no customary allowance for buildings erected or drainage done by the tenant. An allowance is usually made for liming.

Buildings.

**Pembroke-
shire.****PEMBROKESHIRE.**

The usual entry is Michaelmas.

**Sale by
outgoing
tenant.**

The usual rule is for the outgoing tenant, unless prohibited by agreement, to have an auction of his growing crops before leaving, and to sell them all off, unless the landlord agrees to buy them at a valuation.

**Growing
crops.**

Growing clover and seeds sown the previous spring are usually allowed for, and the value of seed and labour paid the outgoing tenant.

The incoming tenant usually takes the root crop for consumption at a valuation.

For cultivation, an allowance of 2*l.* per acre for a good fallow at Michaelmas is usually made.

Manure.

The remaining manure is usually bought by the incoming tenant at a valuation, as also is the remaining hay, straw and aftermath.

No customary allowance seems to exist for purchased manure and feeding stuffs, nor for any of the improvements mentioned in the schedule to the Act of 1883.

Entry.

There is no custom of an away-going crop. The outgoing tenant gives up the whole of the farm on the 29th September, and the incoming tenant has no right to enter any part for any purpose before that date.

**Cultiva-
tion.**

It is by custom bad farming to mow land more than once a year, to take more than three white straw crops in succession, to break up grass land.

The tenant is able by custom to sell off hay and straw, but in some agreements is made to bring back manure for straw sold.

Repairs.

The tenant is by custom liable to keep buildings

when put into repair in tenantable repair during his tenancy. Pembroke-shire.

In some modern agreements provisions are made for allowance to the tenant for lime, drainage, manure, but this is of recent introduction.

RADNORSHIRE.

Radnor-shire.

According to Dixon's "Law of the Farm," in this county, the smallest in South Wales, so small, indeed, as to have been styled from the bench "that little sheep-walk which calls itself a county," no established tenant-right can be said to exist, as the customs widely differ, even in neighbouring parishes. A very large portion of the north-west of the county consists of open mountain, and is farmed as a sheep-walk. In this district an almost feudal relation exists between landlord and tenant; the landlord is looked upon as the owner of the flocks, and the tenant receives a certain proportion of the profits in return for his labour and attendance. In the more cultivated districts the incoming tenant usually takes possession of the land at Lady-day, but the outgoing tenant does not quit the premises till February; he, however, gives up possession of all the land with the exception of one field sufficient to keep a cow. The country on the east side, in the neighbourhood of Knighton, is very fertile, and the Herefordshire system of farming is prevalent. In the more remote districts leases are not uncommon, those for lives preponderating over those for a term of years. Sheep-walk.

Entry.

Result of
custom.

Evils of
custom.

Amount
payable by
custom.

From the foregoing list of customs, imperfect as it is, two things will be at once apparent—(1) That compensation by custom is almost wholly outside the Act of 1883. In the majority of instances the things allowed for by custom do not come within the Act at all, so the law as to custom will remain unaltered. (2) That either in the form of an away-going crop, or in the form of payment for seed and labour to growing crops, in one way or another, a custom prevails in most parts of England to give the tenant compensation for the growing crops, hay and straw. All eminent agriculturists unite in condemning local customs; they are obviously inconvenient and adapted to an antiquated state of agriculture; but, in the absence of lease or agreement, it is hard to see what is to take their place. In some way the outgoing tenant must be compensated for growing crops and acts of husbandry, and the clumsy method of custom is better than none at all. The proper course would seem to be for some authoritative body, such as the Royal Agricultural Society or the Surveyors' Institution, to draw up and settle a code of customs for each county that should be used by all members of those bodies who acted as arbitrators, in the same way as has already been done in Lincolnshire (a).

At present the sum payable per acre under the custom of the country is most variable, not only in different counties but in different parts of the same county. The following list will show some of the variations. Of course it is more difficult to be accurate here than even in the list of the customs.

(a) See *ante*, p. 72.

Name of County.	Sum per Acre Incoming Tenant would have to pay under Ordinary Valuation.	Amount payable by custom.
Wicks	8 <i>l</i> .	
Cambridge	2 <i>l</i> .	
Shumberland.....	4 <i>l</i> . 10 <i>s</i> . to 5 <i>l</i> . 10 <i>s</i> ., if bare fallow; after roots, 2 <i>l</i> ., seeds, 10 <i>s</i> . to 12 <i>s</i> .	
Derby	5 <i>l</i> . to 10 <i>l</i> .	
Devon	15 <i>s</i> . to 30 <i>s</i> .	
Dorset	15 <i>s</i> . to 30 <i>s</i> .	
Essex	25 <i>s</i> . to 30 <i>s</i> .	
Gloucester—		
Cotswold District	20 <i>s</i> . to 30 <i>s</i> .	
Vale of Severn	30 <i>s</i> . to 60 <i>s</i> .	
Cirencester District—		
Lady-day entry	40 <i>s</i> .	
Michaelmas entry	20 <i>s</i> .	
Hants	20 <i>s</i> . to 120 <i>s</i> .	
Hereford	3 <i>l</i> . This is only as to off-going crop and does not include hop poles.	
Herts	10 <i>l</i> .	
Kent	10 <i>l</i> . to 12 <i>l</i> .	
Lincoln (a)	20 <i>s</i> . to 40 <i>s</i> .	

(a) The following table, given in the Appendix to the Report of the Royal Commission on Agriculture,* will give an illustration of the Lincolnshire custom:—

Example of Tenant-right Allowance for Cake and Artificial Manure used on Ten Farms in Lincolnshire for the Year ending Lady-day, 1874.

Acres of Farm.	Amount allowed for Cake used.	Amount allowed for Artificial Manure with Green Crops.	Amount allowed for Seed, Labour, Improvements and Fixtures.	Total Amount allowed for Tenant-right.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
450	105 18 5	91 10 0	492 10 9	689 19 2
390	109 16 5	94 15 0	487 13 8	692 5 1
750	101 13 9	96 10 0	839 14 3	1,037 18 0
600	252 18 0	214 10 0	838 0 1	1,305 8 1
390	291 10 3	58 19 9	577 1 9	927 11 9
400	121 13 9	34 10 0	488 15 3	644 19 0
950	113 0 0	189 17 0	1,602 9 9	1,905 6 9
500	81 14 2	266 0 3	745 12 11	1,093 7 4
320	230 1 4	127 8 6	574 8 10	931 18 8
405	104 7 10	219 17 1	596 13 1	920 18 10
5,155	1,512 13 11	1,393 17 7	7,243 0 4	10,149 11 10
Average cake allowance				£0 5 10½ per acre.
Artificial manure				0 5 5 „
Seed, labour, improvements and fixtures				1 8 1 „
Total tenant-right				1 19 4½

Average rental of the above farms, 1*l*. 10*s*. 4*d*. per acre.

* Appendix, 1881, p. 113.

Amount payable by custom.	Name of County.	Sum per Acre Incoming Tenant would have to pay under Ordinary Valuation.
	Norfolk	2 <i>l</i> .
	Notts	2 <i>l</i> . to 3 <i>l</i> . forest custom, 4 <i>s</i> . to 70 <i>s</i> . ; following crop, 5 <i>l</i> . to 9 <i>l</i> . 10 <i>s</i> .
	Oxford	20 <i>s</i> . to 25 <i>s</i> .
	Somerset	30 <i>s</i> . to 60 <i>s</i> .
	Stafford	5 <i>s</i> .
	Suffolk	20 <i>s</i> . to 60 <i>s</i> .
	Surrey	8 <i>l</i> . to 10 <i>l</i> .
	Sussex	1 <i>l</i> . to 2 <i>l</i> ., in some cases 10 <i>l</i> . to 12 <i>l</i> .
	Wilts	20 <i>s</i> . to 50 <i>s</i> .
	York (East Riding)	50 <i>s</i> . to 60 <i>s</i> .
	Full Yorkshire tenant-rights	4 <i>l</i> . to 5 <i>l</i> .
	Glamorganshire	5 <i>s</i> . to 60 <i>s</i> .
	Pembrokeshire	15 <i>s</i> . to 40 <i>s</i> .

It by no means follows that a high allowance implies high farming, or is an unmixed advantage. The agriculture of Surrey is far from being of the highest order, yet it has very high customary allowances. In his report on that county the Assistant-Commissioner says "it is no uncommon thing for a tenant on entering a farm to have to pay 5*l*. an acre for tenant-right when the condition of the farm is such that in many counties a claim for dilapidations would be made." He then mentions an award relating to a farm of 97 acres, not containing an item for improvements, purchased feeding stuffs or artificial manures, but simply cultivation, roots, hay, straw and manure, and the sum is 589*l*. 12*s*., or over 6*l*. an acre. Mr. Little calculates that the acreage of the hay crop was 9½ acres, and part was cut twice. In one field half fallows were allowed, then a dressing of dung, then the straw of the wheat crop, then the young seeds. It is said that in Surrey an outgoing tenant sometime before he leaves consults a professional valuer as to what he should do and what leave undone. It is often asked why farming

does not pay? It seems an obvious answer if during the whole term 6% per acre of a tenant's capital is to lie idle, it can hardly do so (a). Effect of customary allowance.

It is needless to point out how all important it is that these modes of ruining an unfortunate tenant should be checked; but unless landlords either provide by lease or agreement what the allowance shall be, and stand by their agreement, there is no chance of it being done. The Act of 1883 has started the idea that the tenant is to be paid for everything, and has a statutory right to be paid; under the combined effect of the Act and the custom of the country a series of claims, it will soon become impossible to resist, will be habitually made. As the matter stands the effect will be to reduce the number of applicants for farms, as few farmers have sufficient capital as it is, and fewer can afford to lock up several hundred pounds, and so farms will be unlet, and the rent of farms further reduced, for whatever the sum paid for tenant-right may be, if paid by the incoming tenant he can only pay the rent reduced by the interest on that sum.

In what has been said about the allowance to the outgoing tenant under the custom of the country, the person to make the payment has been usually assumed to be the incoming tenant. In practice, of course, this is usually so; the amount to be paid is settled between the valuers of the outgoing and incoming tenant, and probably neither the landlord nor his agent are aware of

Who pays the allowance to outgoing tenant.

(a) Appendix to Report of Royal Commission on Agriculture, 1881, p. 408.

Who pays
the out-
going
tenant.

what is being done. It is only in the case where there is no incoming tenant that the landlord comes in. This, although the practice, is not legal; in all cases, whether there is an incoming tenant or not, the landlord is the person who is legally liable to pay anything due under the custom of the country, and any usage or custom that he should not do so is void in law. This was decided in the case of *Bradburn v. Foley (a)*. It was an action to recover the value of certain seeds, tillages and acts of husbandry done on a farm near Stourbridge by the outgoing tenant. It was admitted that the outgoing tenant was entitled to be paid; the question was by whom—the landlord or the incoming tenant? The action was against the landlord, and he alleged that by the local custom of the district the incoming tenant was the person liable to pay such a claim, that the landlord was only liable if there was no incoming tenant. Evidence was given on this point, and the county court judge held that the existence of such a custom was proved, and the question thereupon arose if such a custom was good in law. The Common Pleas Division (Lindley and Lopes, JJ.) held, that, although the practice might be a convenient one, yet in law the custom was so unreasonable, uncertain and prejudicial to the interests both of landlords and tenants as to be incapable of being supported in a court of law.

Applica-
tion of
custom.

The most important point as to the custom of the country is whether it applies in all cases, even

(a) L. R., 3 C. P. D. 129; 47 L. J., C. P. 331; 26 W. R. 423; 38 L. T. 421.

when there is a lease or agreement; and it would seem to be settled law that in all cases of parol tenancies it applies, and that when there is a lease or agreement, unless from the terms of the lease or agreement it can either expressly or impliedly be collected that the parties meant to exclude the custom, it will apply (a). The importance, with a view of avoiding litigation, of recognizing this principle, and making it clear in all agreements, cannot be overrated. As the Act of 1883 only provides that the tenant is not to be entitled, under the Act, except for manure and feeding stuffs, for any improvements done after notice to quit or in the last year of his tenancy (b), yet if the tenant can prove that he is by custom entitled, he will still get compensation, although not under the Act. Indeed there can be no more fruitful source of litigation than the way in which the law now stands; for certain things the tenant can get compensation under the Act, and if he can claim under the Act he cannot claim by custom (c), for other matters he can claim by custom; his right to make such a claim is expressly recognized under the Act, and he could also, unless the agreement expressly or impliedly excluded it, which very few agreements do, claim compensation under custom for any matters not provided for by the agreement. Indeed, the rights of the tenant, instead of being small and restricted,

How far custom applies when there is a lease or agreement.

(a) See *Wrigglesworth v. Dallison*, Doug. 201; *Senior v. Armytage*, Holt, N. P. 197; *Webb v. Plummer*, 2 B. & Ald. 746; *Hutton v. Warren*, 1 M. & W. 466; *Holding v. Pigott*, 7 Bing. 465.

(b) Sect. 59.

(c) Sect. 57.

Right of
tenant
under
custom.

seem to be daily increasing, and the gradual growth of custom in the last twenty-five years has placed him in an altogether different position from that he formerly occupied. If the tenant can only prove the existence of a custom, and to an agricultural jury this is not usually very difficult, unless he is bound by the provisions of a lease or agreement, there are practically no limits to his claim. In law there is nothing to prevent a tenant making a claim of this nature:—

Manures and feeding stuffs applied in last year,
under the 1883 Act;

Tillages and acts of husbandry, value of hay and
straw left under agreement;

Growing crops and unapplied manure, under the
custom of the country.

Of course it will be said that no tenant would make such a claim against his landlord, but the answer is, Why not? If the improvements have been made, it is very often the bounden duty of a tenant, or those who represent him, to make such a claim. Tenants will die. An executor or administrator is bound to get all he can for the family of the deceased tenant. Unfortunately, in the last few years tenants have become bankrupt, and it is the trustee's duty to get all he can for the creditors. Instances are not wanting where the farmer's only asset has been the unexhausted value of his improvements, and of course the trustee has tried to make the most out of that. The digest of customs given in this chapter shows that very large claims can be made and enforced, wholly irrespective of the Act of 1883, and with-

out the safeguards given to the landlords by that Act. There is only one way by which the relations of landlords and tenants can be safely and justly regulated, that is, by a lease or agreement clearly defining what compensation the tenant is entitled to, what the landlord's liabilities are; and providing as far as possible that the whole of the rights and liabilities of each shall be contained in such agreement. Those landlords who have given their tenants such agreements will find that the Act of 1883, after all that has been said, will not, if the agreements are allowed to stand, really affect them; those landlords who have not will have only themselves to thank when they find themselves liable, not only for matters they never imagined, but also for the costs of uncertain and troublesome litigation.

Desirability of provision in lease as to custom.



SECT. 2.

MODE OF OBTAINING COMPENSATION BY CUSTOM.

There seems to be no general settled rule by which the compensation for unexhausted improvements payable by custom is ascertained and enforced. As a rule two valuers are appointed, one either by the landlord or the incoming tenant, and the other by the outgoing tenant, and they value the crops, hay, manure and other matters in respect of which the outgoing tenant is entitled to be paid

Compensation by custom, how settled.

Procedure
on valuation
by
custom.

compensation. Their proceedings are usually of a very informal character. They accept as evidence of expenditure the outgoing tenant's books and his bills for manure, and in many cases his own statements as to what he has expended; they usually value the farm produce the incoming tenant has to pay for at a consuming price. But these valuations almost always are confined to tillages, acts of husbandry, manure, feeding stuffs, and agricultural improvements. Permanent improvements, if done at all, are done under special agreement, or if there is no agreement the tenant, as a rule, is entitled to no compensation. The valuers also usually take into consideration the sum payable by the outgoing tenant for non-repairs of fences and gates, and allow such sum as they think requisite to put them into good tenantable repair. There is generally no regular arbitration or formal appointment of arbitrators, and consequently no formal award. If such was to be the case the award would have to be enforced by the usual modes, and the legal proceedings, if the amount was over £50, taken in the High Court of Justice, and not the County Court. The award could be made a rule of Court, removed by certiorari, and any objection, whether formal or otherwise, might be taken to it. In fact it would be an ordinary award, enforceable like any other, and open to the same objections that can be taken to any other. If legal proceedings are taken outside the award, which is seldom the case, it is generally to recover the value of the crops sold or for breach of the

Award.

covenants contained in the lease, or for bad husbandry and cultivating contrary to the custom of the country. The questions in dispute are usually questions not between the landlord and outgoing tenant, but between the outgoing and incoming tenants.

One point is deserving of notice—Can compensation in respect of matters for which compensation is payable under the custom of the country be included in the *same* award as compensation payable under the Act of 1883? The 19th section of the Act says that the award is to specify the several improvements, acts and things in respect of which compensation is awarded, and the sum awarded in respect of each; and the 23rd section, which gives an appeal to the county court, provides, as one of the grounds of appeal, that compensation has been awarded in respect of things of which the party claiming was not entitled to compensation. Now the tenant would not be entitled under the Act to compensation by the custom of the country, and the provisions as to the recovery of compensation or the charge of compensation on the holding would not apply. It would be somewhat extraordinary that part of the sum awarded by the award was payable in one way, and payment could only be enforced before one tribunal, while part was payable in another and could only be enforced by another tribunal; yet such would be the case: if one award was sufficient, the parties would have to go to the county court for the compensation by the Act, to the High Court for compensation by

Award
under cus-
tom and
award
under Act
of 1883.

custom. In the face of these difficulties it would seem to be more prudent to have two awards, one embodying the compensation payable under the Act, and nothing else, the other dealing with any other compensation payable by custom or otherwise.

CHAPTER III.

COMPENSATION BY AGREEMENT.

THE second mode of obtaining compensation recognized by the Act of 1883 is by agreement. Since the Agricultural Holdings Act, 1875, was passed this had become the usual mode of providing for compensation. The Act has been excluded by most agreements made since the Act became law, but provisions have been inserted as to compensation. These provisions vary in different parts of the country; in some cases they are only the embodiment of the custom of the country prevailing in the locality; in others they are the basis of an agreement between landlord and tenant of a kind that probably never existed before. By far the larger number of cases of compensation are now regulated by these agreements. The compensation clauses from a number of these agreements in different parts of the country are given in this chapter, as showing the basis on which compensation rests. They may be classified under three heads: (1) Agreements existing before the Act of 1875 was passed; (2) Agreements made between the Act of 1875 and January 1st, 1884; (3) Matters upon which the landlord and tenant can still regulate compensation by agreement between themselves.

As to agreements before the Act of 1875, the three following from leases in Lincolnshire, Wor-

Compensa-
by agree-
ment.

Agree-
ments be-
fore the
Act of
1875.

cestershire and Oxfordshire will serve as examples. The first is from a lease of a farm in the county of Lincoln of 425 acres, at a rent of 720*l.*, held under a Lady-day entry, granted in 1874; the landlords were the Ecclesiastical Commissioners.

Lincoln-
shire
agreement,
1874.

And it is hereby further declared and agreed that upon the expiration of this demise (in case the same shall happen by effluxion of time but not otherwise) the said lessee shall not be entitled to or claim any way-going crop whatever but the said lessors their successors or assigns or the incoming tenant shall allow to the said lessee in lieu of any tenant right the allowances specified in the said second schedule hereunder written with compensation for the turning leading and spreading of the same manure and also to the cost of ploughing and harrowing the fallow or turnip land and all other expenses of cultivation during the last year of his tenancy together with the rent and assessments thereof the amount of such value and compensation to be determined by a valuation to be made by two indifferent valuers one to be chosen by each party or in case of the disagreement of such valuers then by an umpire to be chosen by such valuers before the commencement of the valuation and the decision of such valuers or umpire as the case may be to be final. And it is expressly declared and agreed that upon such valuation being made it shall be lawful for the said lessors their successors or assigns to give notice to the said lessee his executors or administrators that they shall require the said valuers or their umpire to arbitrate concerning any claim in respect of breach of covenant or of any deterioration by reason thereof or of any dilapidations of the house buildings gates bridges culverts and fences or otherwise or if the said lessors their successors or assigns shall not be satisfied with such valuers then to give notice of arbitration as next hereinafter provided and they shall be entitled to set off the sum (if any) which on such arbitration shall be found to be payable to them against the amount of the valuation payable to the said lessee his executors or administrators. Provided also that if at any time during the term any difference or dispute shall arise between the said lessors their successors or assigns and the said lessee his executors or administrators touching the observance of the covenants provisions and agreements herein contained it shall be lawful for either party to give notice in writing to the other of the matter in dispute and to require that the same shall be referred for arbitration to two arbitrators the party giving such notice to name therein one arbitrator and the party receiving the notice to name the other and if within fourteen days after such notice the party to whom the same shall have been given shall neglect to appoint the other arbitrator it shall be lawful for the party giving such notice to appoint him and the two arbitrators named shall

appoint an umpire and the decision of such two arbitrators or Lincoln-
umpire as the case may be shall be binding and conclusive on all parties concerned. shire
agreement.

THE SECOND SCHEDULE above referred to.

Description of Improvements.	Conditions Appended.	Compensation to be Allowed on Quitting.
1. Bones dung guano or other new manure the previous assent in writing of the landlord or his known agent having been previously obtained.	To be applied to the land in tillage or grass.	65 per cent. of that used in the last year 45 per cent. of that used in the year preceding 20 per cent. of that used in the third year before the expiration of his tenancy.
2. Oil-cake	To be consumed by sheep on the land or by beasts in houses or fold-yard.	One-third cost of the oil-cake purchased during the last year and one-fourth of that purchased during the year preceding.
3. Lime	To be applied to the land in tillage.	The whole of the last year and half the year preceding.

All the subjects of compensation mentioned in the lease will now fall under the provisions of the 1883 Act. But it will be seen the clause goes much further, and gives compensation for cultivation and other matters as well. In fact the agreement is a fair embodiment of the Lincolnshire custom before the 1875 Act. The next example is from a lease, dated 1874, of a farm in Worcestershire of 600 acres, the rent 1,732*l.*, held under a Michaelmas entry for a term of years.

Worcestershire
agreement,
1874.

And it is hereby further declared and agreed that upon the expiration of this demise (in case the same shall happen by effluxion of time but not otherwise) the said lessors their successors or assigns or the incoming tenant shall allow to the said lessees in lieu of any tenant right to which by custom or otherwise they may be entitled the value of the straw and such portion of the hay or clover produced in the last year of the term as shall be left in sheaf or stacked in a husbandlike manner and which shall not have been converted into manure or other-

Worcester-
shire
agreement,
1874.

wise used and of all manure made from the produce of such last harvest and left on the premises in proper condition and of all bones or lime spread upon the lands in reasonable quantities in the last year of the term and in the course of husbandry hereinbefore specified provided the outgoing tenant shall not have applied the same in the growth of any crop to which he shall be entitled together with compensation for the turning leading and spreading of the same manure but such straw hay and manure to be estimated at the value only which they are worth to consume on the premises. Also compensation for all seed and labour upon lands sown in due course of husbandry for the use and benefit of the incoming tenant or occupier (provided the clovers or artificial grasses which may be valued shall not have been depastured by the outgoing tenant) and for all needful acts of husbandry and labour except such as shall have been rendered needful by neglect or bad husbandry in some previous year of the term also for one year's rent rates and tenants' taxes on all dead fallows made in due course of husbandry and in a husbandlike manner but not otherwise and for one-half of the value of the acts of husbandry on fallows which shall have been in a husbandlike manner cultivated for turnips or other root produce consumed on the land according to the covenants and stipulations hereinbefore contained the amount of such value and compensation to be determined by a valuation to be made by two different valuers one to be chosen by each party or in case of the disagreement of such valuers then by an umpire to be chosen by such valuers before the commencement of the valuation and the decision of such valuers or umpire as the case may be to be final. And it is expressly declared and agreed that upon such valuation being made it shall be lawful for the said lessors their successors or assigns to give notice to the said lessees their executors or administrators that they shall require the said valuers or their umpire to arbitrate concerning any claim in respect of breach of covenant or of any deterioration by reason thereof or of any dilapidations of the house buildings gates bridges culverts and fences or otherwise or if the said lessors their successors or assigns shall not be satisfied with such valuers then to give notice of arbitration as next hereinafter provided and they shall be entitled to set off the sum (if any) which on such arbitration shall be found to be payable to them against the amount of the valuation payable to the said lessees their executors or administrators.

Both in this and the former case compensation was only payable if the lease terminated by effluxion of time; if it came to an end by any other means the tenant would get no compensation. It should also be observed that it is expressly provided

that no compensation shall be paid except under the lease. Compensation is also given for cultivation and tillages, matters for which a tenant gets nothing under either the Act of 1875 or 1883; indeed it may well be doubted, although it relates to the third part of the schedule only, if a tenant would not really get more under its provisions than he will under the 1883 Act.

Worcester-
shire lease,
1874.

The next example,—a lease by Eton College of a farm in Oxfordshire,—provides the compensation in a different way. It also gives more than the Act would give, but it ties the tenant down by a number of restrictions; indeed, it is far more of an old-fashioned lease than either of the other two. The lease is of a farm of 235A. 2R. 33P., let on a yearly tenancy at a rent of 340*l.*, on a Michaelmas entry.

Oxford-
shire lease.

And that all crops grown on the farm in the last year of the term shall be stacked and threshed out thereon And shall not sell any hay straw (except as hereinafter excepted) stubble haulm fodder chaff roots or other green crops without the written license of the said Provost and College their successors or assigns or their agent but shall and will spend and consume the same on the farm except the hay straw fodder chaff haulm grown in the last year of the tenancy under this demise which is to be taken by the said Provost and College their successors or assigns or their incoming tenant at a valuation at a spending price in the usual way and the dung muck and compost arising therefrom shall and will carry out thereon except that arising from the two last years' crops which is to be left for the landlord or incoming tenant with the exception of that portion which may be drawn out by the outgoing tenant before the first day of January in the last year of the tenancy for oats and such further portion as may be applied by the outgoing tenant for rape turnips beans or peas And shall not crop more than one-half of the arable land in the schedule with corn or grain nor more than one-twelfth with pulse to be harvested in any one year and shall not sow more than two white straw crops in succession which must not be of the same kind The remainder of the land to be in grass or other green crops And shall and will farm the land in a good and husbandlike manner

Oxford-
shire lease.

according to the custom of the country And shall and will keep a sufficient flock of sheep and pen and fold them on the farm And shall not allow thistles or weeds to produce seed but shall and will destroy the same and keep the lands clean and free from them And shall clean and scour all ditches And shall not cut any copse or hedge or lop or top any pollards of less than six or more than twelve years' growth And shall not cut down or injure any tree or sapling under a penalty of 5*l.* over the value thereof And shall and will in the last year of the term well and properly clean prepare sow and manure the land to be left in turnips sweeds or other green crop And also shall at the usual time proceed with the manuring tillages of the land in course for the incoming tenant's wheat crop All such tillages and manuring the said Provost and College hereby covenant for themselves their successors and assigns to pay the said J. M. his executors administrators and assigns for by valuation in the usual way And in making such valuation the arbitrators or their umpire shall consider whether the tillages have been carried out in a good and husbandlike manner or whether they have been excessive and shall award accordingly And the said J. M. his executors administrators and assigns shall in the last year of his or their tenancy use such artificial manure with the turnip crop and also shall haul out the dung from the yards for the wheat crop as the said Provost and College their successors or assigns or their incoming tenant may direct And that it shall be lawful for the incoming tenant if the outgoing tenant neglects to do so at proper time to sow grass and clover seeds upon lands in course to be sown with lanten crops in the last year and to harrow and roll the same And that the said J. M. his executors administrators or assigns shall not afterwards feed to the injury of the same And that he and they will thresh and convert the crops drawn in the last year of the tenancy at convenient and proper times having regard to the requirements of the incoming tenant for litter and fodder And the said Provost and College for themselves their successors and assigns hereby agree to allow the said J. M. his executors administrators or assigns except in the last year of the term to sell wheat or oat straw The proceeds of such sale to be expended in artificial manures or cake to be used and fed on the farm and a statement of the amount of straw sold and vouchers for an equivalent sum expended in manure and cake to be produced by the said J. M. his executors administrators or assigns when required by the said Provost and College their successors or assigns And it is hereby agreed, that it shall be lawful for the said J. M. his executors administrators or assigns to hold over the barns and part of the dwelling-house and bartons and stable room for three horses to the twenty-fifth day of March after the end of the tenancy And the said Provost and College for themselves their successors and assigns hereby covenant and agree with the said J. M. his executors administrators and assigns to take at a valuation in the usual way all sainfoin roots under

four years' growth and all ploughing artificial manures and all other preparations done for their or his benefit in the last year of the term together with the hay straw fodder chaff and haulm arising from the last year's crop at spending price And to provide all materials (except straw glass and lead work for the windows of dwelling-houses) necessary for the repairs of the buildings gates and premises.

Oxford-shire lease.

The following is a clause as to compensation from a Yorkshire lease of 1869 :—

The tenant at the time of quitting shall also be entitled to the following valuation (to be settled by arbitration) but shall not be entitled to any other valuation or compensation that is to say for the clover or grass seeds sown in the preceding spring provided such seeds shall have been of the best quality and shall not have been injuriously depastured also for the manure arising from the crops reaped in the last year of the tenancy and so left on the premises as aforesaid Also for the turnip or summer fallow being properly fallowed in due course of management as herein provided namely for the dressings rent and assessments and for the carriage (only) of manure from crops produced on the premises, and for the value of purchased town manure and of dry bones guano and rape-dust used on such fallows deducting for turnips drawn off the land but no deduction being made where all the turnips are properly eaten on the land by sheep and after potatoes dressings rent and taxes only to be allowed Also for one-fourth of the cost of linseed-cake consumed on the premises during the last twelve months of the tenancy but the allowances for purchased manures and linseed cake shall not in any case exceed the average cost of the three previous years.

Yorkshire lease, 1869.

It will be thus seen that in many cases, even before the 1875 Act was passed, liberal landlords secured to the tenants reasonable compensation for their outlay and improvements.

The second class of agreements, those made since the Agricultural Holdings Act, 1875, became law (14 February, 1876), and the 1st January, 1884, show the effect produced by that statute. It was two-fold, either to incorporate in the lease special provisions for compensation, or to adopt in the lease some portions of the Act, and to exclude all the others. There was, it is true, a

Agreements between 1876 and 1884.

Agree-
ments
between
1876 and
1884.

third class, one which brought the Act into discredit, namely, simply to exclude its operation entirely, or, as it was usually called, contract out of it.

Lincoln-
shire, 1877.

The first of these classes will be seen best by comparing the following agreement as to a farm in Lincolnshire, made after the Act, with the one given above, made before it:—

ALLOW-
ANCES ON
QUITTING.

And it is hereby agreed by the landlord for himself his heirs and assigns with the said tenant his executors administrators and assigns that on the determination of the tenancy he or his incoming tenant shall pay and allow such sums of money as shall be awarded by valuation according to the rules and principles following that is to say

Permanent
buildings.

For the cost of all buildings of brick or stone and other substantial and permanent works erected or made upon any part of the premises with the written consent and approval of the landlord deducting one-twentieth part for every year's use

Bones and
artificial
manures.

For the cost of all bones or other artificial manures used within the last year on lands sown with green crops calculated on the average of the last three years.

Oilcake.

For half the cost of linseed rape and cotton cake consumed upon the farm during the last year provided the quantity does not exceed the average of the last three years of the tenancy.

Under-
draining.

For the cost of all underdraining done upon a principle approved in writing by the landlord or his agent subject to a deduction of one-tenth part of such cost for each year's use when the tenant has provided tiles and labour and to a deduction of one-fifth part for each year's use when the landlord shall have found tiles and the tenant labour.

Marling
and
claying.
Lime.

For the cost of all marling or claying done upon a principle approved in writing by the landlord or his agent subject to a deduction of one-seventh part of such cost for every year's use.

For the cost of all lime deducting one-fourth part for every year's use.

Fallows.

For the labour on dead fallows on land which is not adapted for the growth of root crops ploughed or cultivated four times no further allowance being made unless the claim be verified by the inventory.

Grass
seeds.

For the cost and labour of all grass and clover seeds sown with the corn the year previous to quitting provided the same have not been stocked after the eleventh of October.

Herbage
on arable
land.

For the value of all herbage upon the arable land entered upon by the landlord or his incoming tenant previous to the termination of the tenancy.

Way-
going crop.

For the value of any way-going crop of corn which the tenant may have paid for the allowance to be on the same principle as upon entry.

It is hereby expressly declared and agreed by and between the said landlord and tenant

That no claim shall be made by the tenant on quitting for any improvements building draining marling or claying unless he shall have received the landlord's sanction or that of his agent to such works in writing.

That all particulars of the cost of improvements for which it is hereinbefore stated allowances shall be made shall be submitted for approval by the landlord or his agent at the next rent audit following the completion of the works.

That the amount of the above allowances shall be settled by two arbitrators (one to be chosen by the landlord and the other by the tenant) or in case of their not agreeing by an umpire mutually appointed by them before they proceed to act either party within ten days after receiving notice from the other to appoint an arbitrator having neglected or refused to do so the sole arbitrator may proceed in the valuation alone and the decision of such sole arbitrator or arbitrators or umpire (as the case may be) shall be final.

That any claim against the tenant for want of repair injury to the farm by bad husbandry or for nonfulfilment or breach of the terms of this agreement shall be a matter of assessment by the arbitrators their umpire or sole arbitrator as above and the amount allowed shall be deducted from the amount of the valuation awarded to be paid by the landlord to the tenant.

Lincolnshire, 1877.

Landlord's sanction to improvements.

Particulars of improvements to be submitted.

Selection of arbitrators.

Dilapidations.

The next class may be illustrated by a thirteen years' lease of a Cambridgeshire farm, dated 29th September, 1877: the following clauses relate to compensation. It will be seen that this lease partly adopts the Act, but substitutes the ordinary arbitration clause for the procedure under the Act. It also incorporates the section as to giving up possession of part of the premises.

Cambridge-shire, 1877.

Provided also that on the determination of the term hereby granted the said lessors or the incoming tenant shall pay and allow unto the said lessee such sum of money as shall be found due to him by a valuation to be made by arbitration or by arbitration and umpirage as hereinafter mentioned for such articles and things as he is entitled to on quitting the said farm lands and premises according to the custom of the country and as regards the claying of any part of the said farm and the consumption of oil-cake thereon according to the provisions of the Agricultural Holdings (England) Act 1875 sect. 5. And that any sums which shall be found due to the said lessors

Sect. 5 of the Act of 1875 incorporated,

Cam-
bridge-
shire, 1877.
Permanent
improve-
ments.

Arbitra-
tion.

Power to
resume
part of
premises.

in respect of any covenant or agreement herein contained on the part of the said lessee or in respect of any valuation which shall be found due to the said lessors shall be deducted from the amount of such valuation And it is hereby declared and agreed that if at any time during the said term the said lessors shall after agreement with the said lessee expend any money in draining building or otherwise improving the said premises the lessee shall pay interest after the rate of five pounds per centum per annum on the outlay and such interest shall be recoverable by distress or otherwise as in case of rent reserved on a common demise and in arrear Provided also that any dispute or question touching or concerning any matter or thing herein contained shall be referred to the arbitration and award of two disinterested persons one to be nominated by the said lessors or their agent and the other by the said lessee and in case either party shall for fourteen days after being thereunto required in writing fail so to nominate or shall nominate any arbitrator who shall decline or refuse for the like space to proceed in such reference then both of the arbitrators to be named by the other party in dispute and in case of such arbitrators differing every such dispute or question shall be determined by the award of some third indifferent person to be named as umpire by such two arbitrators so as such award if made by the said arbitrators be made in writing within the space of one calendar month next after the reference to them and if made by an umpire be made within one month after the reference to him and that any amount payable to the said lessors under any such award shall be recoverable by distress or otherwise as rent in arrear and that the submission to arbitration may on the application of either of the parties be made a rule of her Majesty's High Court of Justice Provided always and it is hereby agreed and declared that if at any time hereafter during the said term of years the said lessors shall be desirous of taking any part of the hereditaments and premises hereby demised for building or other purposes except for agricultural purposes it shall be lawful for them the said lessors at any time and from time to time upon the expiration of one calendar month from the date of giving to the said lessee or leaving upon some part of the premises a notice in writing under their hands or the hand of the agent of the said lessors so to do to take possession of so much of the premises hereby demised as shall be required for such building or other purposes and the said lessee shall be compensated for all growing crops and unexhausted manure upon the portions of land so taken and also shall be allowed a proportionate abatement of rent in respect of the same portions of land such allowance abatement or compensation to be fixed and determined by arbitration in the usual way Provided nevertheless that no part or provision of the Agricultural Holdings (England) Act 1875 shall apply to the contract of tenancy hereby created except as to the compensation for clay-ing and use of oil cake as hereinbefore mentioned.

A lease of a farm in Staffordshire, granted in 1876, contains the following rather elaborate provisions, excluding the 1875 Act and providing for compensation. This is another example of the adoption of parts of the Act by agreement:—

Staffordshire, 1876.

If the said tenant has not sold hay straw or roots and has purchased manure within the last two years of the tenancy or if he has purchased manures in excess of the quantity required to replace the hay and other produce so sold he shall be paid one-half the cost of all such purchased manures in excess of the quantity so required which shall have been applied to green crops or grass land in the last year of the tenancy and one-fourth of the cost of that in the last year but one all unprepared bones and lime used upon the arable land during the last four years of the tenancy shall be paid for deducting one-fourth for every year's use and also the cost of such application on the grass land during the last seven years deducting one-seventh for every year's use and for every other fertilizer of a permanent nature such allowance as the arbitrators may determine and also one-fourth of the cost of all oil-cake malt dust or linseed consumed on the farm during the last year provided the sum so expended does not exceed the average during the last four years of the tenancy making in each case a deduction for such portion of the purchased manure or food as the tenant is to be paid for in the value of his off-going wheat crop.

Allowance for purchased manures.

And it is hereby agreed that not later than one month before the termination of the tenancy under this agreement by notice or otherwise the said tenant and the said landlords or their incoming tenant shall each appoint an arbitrator these arbitrators shall meet not later than three weeks before the expiration of the tenancy and appoint an umpire and thereafter proceed to consider the claims made by either party in case either party refuse or neglect within the period limited to appoint an arbitrator the other party may name a second arbitrator and such two arbitrators may nominate an umpire who shall have the same powers as if he had been appointed by two arbitrators named by the two parties and any award made in pursuance of this agreement shall be final and binding upon both parties and may be made a rule of any superior court of law the terms "clean and in good condition" and the construction of all covenants and stipulations herein used shall be understood in a reasonable and practical sense and the claims contingent thereupon treated accordingly.

Arbitration.

The arbitrators shall consider whether the covenants with regard to manures and food purchased in return for produce sold have been fulfilled and how far the state of the farm differs if at all from that herein stipulated and they shall decide whether the said tenant or the said landlords or their incoming tenant is entitled to any and what compensation on account of

Questions for arbitrators.

Staffordshire, 1876.

such variations they shall then settle the other claims between the parties in accordance with the rules laid down in this agreement.

Fixtures.

The said tenant to be allowed at quitting the value of such fixtures as he may prove by valuation made at the commencement of his tenancy to have been paid for by him or for such other fixtures as he may prove to have been since provided by him with the written consent of the said landlords or their agent but if such consent was not obtained the said landlords to be offered them at a valuation or failing that the said tenant to be allowed to remove them.

Buildings.

Buildings erected by the said tenant at his own cost may be removed by him or paid for by valuation at the option of the said landlords.

Drainage.

If the said tenant has laid down during the last ten years of his tenancy with the consent of the landlords any drains in a permanent and efficient manner to the satisfaction of the arbitrators he shall at the expiration of the tenancy be repaid the amount so expended subject to a deduction of one-tenth for each year expired since the drainage was executed a plan to be produced of all drains laid down.

Permanent improvements.

The said tenant shall be paid such sum as the arbitrators may determine for all permanent improvements made with the sanction in writing of the said landlords or their agent.

Resumption for improvements.

Provided always and it is hereby agreed and declared that if at any time hereafter during the said term of years the said landlords shall be desirous of taking any part of the hereditaments and premises hereby demised for building or any other purposes except for agricultural purposes it shall be lawful for them the said landlords at any time and from time to time upon one calendar month's notice in writing to the said tenant to take possession of so much of the premises hereby demised as shall be required for such building or other purposes and the said tenant shall be compensated for all growing crops and unexhausted manure upon the portions of land so taken and also shall be allowed a due abatement of rent in respect of the same portions of land such allowance abatement or compensation to be fixed and determined by arbitration as hereinbefore provided

Assigns to be bound by covenants.

And lastly that the successors and the assigns of the said landlords and the heirs executors administrators and assigns of the said tenant shall be bound by and entitled to the benefits of these presents and the covenants conditions and agreements herein contained in like manner as if they had been respectively named therein next after the words landlords and tenants respectively throughout as far as the same will admit and unless the context or nature of the case may require a different construction No part of the Agricultural Holdings (England) Act 1875 shall apply to the contract of tenancy hereby created.

Act of 1875 not to apply.

An example of the third class ; the simple exclusion of the Act may be given by the following

clause, which seems to be the only alteration the Duchy of Lancaster made in their leases in consequence of the passing of the Act:—

Duchy of Lancaster lease, 1876.

Neither the Agricultural Holdings (England) Act 1875 nor any part or provision thereof shall extend or apply to the contract of tenancy created by or expressed or contained in this agreement and nothing contained in the said act shall in any way affect the tenancy or any of the rights or liabilities of her Majesty or the tenant under the provisions of this agreement and clause 12 of this agreement [*relating to arbitration*] shall not apply to this clause.

Exclusion of the 1875 Act.

Having given examples of the different kinds of agreements produced by the Act of 1875, as showing its indirect effect, it will be well to give examples of other agreements, embodying compensation clauses for matters not included in the provisions of the 1875 Act, and very often not even in the 1883 Act.

Examples of agreements allowing compensation.

The first case includes compensation for feeding stuffs and purchased manures, for which there would have been compensation under the Acts, and for tillages, for which there would not. It is from a fourteen years' lease of a farm of 800 acres in Berkshire on a Michaelmas entry:—

Berkshire.

The said lessee also to be entitled to be paid on quitting a valuation to be made as hereinafter mentioned as follows viz. For labour in casting up and carting out and spreading the dung in the last year if done at the said lessor's or incoming tenant's request For seed and labour in the last year of the tenancy properly bestowed by the said lessee upon the fallows and green crops at the request of the lessor or incoming tenant (as before provided) For seeds sown seasonably with the spring corn (at the lessor or incoming tenant's request) during the last year of the tenancy and for labour in harrowing them in if required to do so Also that the said lessee shall be entitled on quitting to be paid a sum equal to one-third of the expenditure made in the last year of the tenancy in the purchase of oil-cake eaten and consumed on the said premises by his cattle or sheep and for dung purchased over and above the quantity

Carting manure. Seeds.

Oil-cake.

Berkshire. brought back in the place of produce sold off the said premises as hereinbefore provided and from which no crop has been taken and no benefit derived by him provided such expenditure does not exceed the average expenditure during the last three years of the said tenancy. Provided also that on the determination of the term hereby granted the said lessors or the incoming tenant or tenants shall pay and allow unto the said lessee such sums of money as shall be found due to the lessee by a valuation to be made by arbitration or by arbitration and umpirage as hereinafter mentioned for such articles and things as the lessee is hereinbefore agreed to be entitled to on quitting the said farm lands and premises and that any sums which shall be due to the said lessors in respect of any covenant or agreement herein contained on the part of the said lessee or in respect of any valuation which shall be found due to the said lessors shall be deducted from the amount of such valuation.

Somersetshire. In this case the tenant would receive more by his lease than he would get under the 1875 or 1883 Acts; the same observation applies to the following clause taken from a lease of a Somersetshire farm let on a twenty-one years' lease on a Michaelmas entry:—

Last year's crop. The said lessee to stack in the barns and rickyards and other convenient and usual places on the premises in the last year all the corn grain and hay. The corn and grain to be there threshed out and all the hay straw chaff and haulm of the last year's growth to be left for the lessors or their incoming tenant to be paid for as afterwards provided. And further that the said lessors or incoming tenant shall be at liberty to enter upon the orchards in the last year so soon as the fruit shall be ripe and before the expiration of the said term if necessary to gather and carry away such of the apples and pears as shall be ripe and fit for gathering paying for the same by valuation as hereafter provided. The said lessee to be entitled to be paid on quitting a valuation to be made as hereinafter mentioned as follows viz. For the hay straw haulm and fodder grown during the last year of the tenancy and which are to be left on the premises at feeding price. For the apples and pears grown during the last year of the tenancy at market price. For labour in casting up and carting out the dung in the last year if done at the landlord's or incoming tenant's request. For one-third of one year's expenditure in the purchase of oil-cake eaten and consumed on the premises in the last year where no crop shall have been taken from the land on which such cake shall have been consumed, and provided that the dung is left in the yards for the lessor or incoming tenant

where such cake has been consumed such expenditure in cake not to exceed the average expenditure in the last three years of the tenancy For seed and labour in the last year of the tenancy properly bestowed by the said lessee upon the fallows and green crops at the request of the lessors or their incoming tenant (as before provided) For seeds sown seasonably with the spring corn (if done at the lessor's or incoming tenant's request) during the last year of the tenancy and for labour in harrowing them if required to do so.

Somerset-shire.
Seeds.

Provided also that on the determination of the term hereby granted the said lessors or the incoming tenant or tenants shall pay and allow unto the said lessee such sum of money as shall be found due to him by a valuation to be made by arbitration or by arbitration and umpirage as hereinafter mentioned for such articles and things as the said lessee is hereinbefore agreed to be entitled to on quitting the said farm lands and premises and that any sums which shall be due to the said lessors in respect of any covenant or agreement herein contained on the part of the said lessee or in respect of any valuation which shall be found due to the said lessors shall be deducted from the amount of such valuation.

Arbitra-
tion.

Set-off.

A lease of a Buckinghamshire farm, granted in 1876, held under a Lady-day entry, contained the following provisions for valuation on quitting:—

Bucking-
hamshire,
1876.

The tenant shall pay on entry into the hands of the landlords or their agents (if required) the valuation of tenant's property (to which the outgoer may be entitled) and on quitting he shall be entitled to be paid a valuation (to be made as above mentioned) as follows viz.:—

Payment
to landlord
of valua-
tion.

For one-third of the expenditure in the last year of the tenancy in the purchase of oil-cake eaten and consumed on the said premises by his sheep and cattle and for dung purchased over and above the quantity bought in the place of produce sold off as hereinbefore provided and from which no benefit has been derived provided such expenditure does not exceed the average expenditure during the last three years of the said tenancy.

Oil-cake.

For the hay straw and fodder grown during the last year of the tenancy (which are to be left on the premises) as follows For the hay at market price and for the straw and fodder at feeding value.

Hay,
straw.

For seed and labour in the last year of the tenancy properly bestowed by the said tenant upon the fallows and green crops (as above provided).

Fallows.

For seeds sown seasonably with the spring corn during the last year of the tenancy and for labour in harrowing them in if required to do so.

Seeds.

It would seem that, in all the cases above mentioned if the tenant could claim any additional com-

Claim both
under
agreement
and cus-
tom.

pensation from the custom of the country as well as under his lease he would be entitled to claim it, for, as shown in the last chapter (a), it has been held, unless the custom either alters or contradicts the lease, or is expressly or impliedly excluded, it applies. It will be well, therefore, to give examples of agreements excluding compensation by custom.

Glouces-
tershire.

In the next example, a lease of a farm in Gloucestershire, custom is excluded, so far as relates to cultivation:—

Cultiva-
tion.

And shall and will cultivate the said land and premises in a good and husbandlike manner according to the best modern system of husbandry and without reference to any usage in the neighbourhood or custom of the country which may not be in accordance with the best modern system of husbandry. And at the end expiration or other sooner determination of the said term will leave and yield up the same cultivated in accordance with the covenant lastly hereinbefore contained.

The compensation clauses in the lease were:—

Allow-
ances on
quitting.

That at the expiration or other sooner determination of the said lease the said lessor will pay to the said lessee at a price to be fixed by arbitration in manner hereinafter provided for all acts of husbandry done by the said lessee at any time during the six months preceding the determination of the said term the effect of which shall remain for the benefit of the incoming tenant and for all unexhausted and unconsumed artificial manure used in the last year. And at the value of consumption on the premises for all such hay and fodder of the last year's growth as the said lessee shall from any cause other than his own default be unable to consume before the determination of the said lease.

In Crown leases a clause is usually inserted to exclude any compensation being paid except under the lease.

The cultivation covenants are usually rather onerous. Shortly they are:—

Cultiva-
tion cove-
nants in
Crown
leases.

To cultivate in accordance with custom and keep the land in good heart To inbarn and stack the corn hay and straw To

(a) See *ante*, p. 146.

consume the hay straw chaff and the root and green crops. To spread and leave the dung Not to plant unusual crops (hemp flax teazle or woad) To plant fruit trees in place of those already growing Not to mow pasture land or mow meadow land twice in one year Not to sow two white straw crops in succession, nor plant more than one crop of potatoes in any one field in the last three years To sow in the last two years one-sixth of the arable land prepared with green crops or fallow with grass seeds or clover with grass seeds To leave fallowed or sown with root crops one-fourth of the arable land in succession for green crops or fallow or to permit the lessor or incoming tenant to enter and make the fallow To leave one-sixth of the arable land in clover-ley.

Cultivation covenants in Crown leases.

The compensation clauses are :—

29. To yield up to the said commissioner or commissioners or the incoming tenant such hay straw and other fodder upon the said premises as shall not at the expiration of six calendar months have been consumed on the said lands and premises by the said lessee's own cattle upon being paid for the same at a valuation to be made in the manner hereinbefore provided as for consumption on the said premises.

30. And it is hereby further agreed and declared that upon the expiration of the said term and upon delivering up possession of the said premises the said lessee shall be entitled in addition to the other allowances herein specified to be paid a sum equal to one-half of the money expended by the said lessee in the purchase of linseed cotton and rape cake eaten and consumed on the said premises in a proper and husbandlike manner by the cattle and sheep of the said lessee (hereinafter called consumed cake) in the last year of the said term provided that no corn grain hay or pulse crop has thereafter been taken and provided also that the said lessee shall not by virtue of this clause be paid a sum exceeding one-half of the average annual expenditure for consumed cake during the last three years of the said term.

31. Provided always and it is hereby agreed and declared that no allowance or compensation shall be made to the said lessee his executors administrators or assigns under any of the provisions of this lease except upon the production by him or them of the invoices and receipts for the articles in respect of which any allowance or compensation may be claimed and with such evidence as to the application or consumption thereof upon the said land as may be satisfactory to the said commissioner or commissioners or the arbitrators or umpire to be appointed as hereinbefore mentioned And further that all money due to Her Majesty from the said lessee his executors administrators or assigns for rent dilapidations defects of cultivation or breaches of covenant or otherwise shall be deducted from

Compensation clauses in Crown leases.

To yield up the straw &c. not consumed at the end of the six months.

As to cake consumed by cattle on the premises in last year.

Lessee to produce vouchers.

Set-off.

Compensation clauses in Crown leases.

Lessee not to be entitled to any compensation or right other than herein provided.

Agricultural Holdings Act not to apply.

Power for lessor to resume possession of land required for other than agricultural purposes.

Valuation to be paid to lessee.

any claim to which he or they may be entitled under this demise.

36. Provided also and it is hereby further agreed and declared that upon the expiration or determination of the term hereby granted the said lessee shall not be entitled to any payment allowance compensation or right of any nature or kind soever and whether founded upon the custom of the district in which the said premises hereby demised are situated or otherwise except only such payments allowances compensations or rights as are hereinbefore expressly defined and to which the said lessee may be entitled under these presents.

37. And it is hereby contracted and agreed between and by the said C. A. G. as such commissioner as aforesaid for and on behalf of the Queen's Majesty on the one part and the said lessee on the other part that the Agricultural Holdings (England) Act 1875 shall not apply to this present lease or contract of tenancy nor to any contract of tenancy from year to year which may arise on the expiration or determination of the term hereby granted.

38. Provided also and it is hereby further agreed and declared that in case any part of the land hereby demised not exceeding ten acres shall at any time or times during the said term hereby created be required by Her Majesty her heirs or successors for any other than agricultural purposes it shall be lawful for the said commissioner or commissioners to determine the term hereby granted as to such part or parts of the said land as may be so required by giving to the said lessee his executors administrators or assigns or leaving for him or them upon the said premises three calendar months' previous notice in writing for that purpose which notice may expire at any time of the year and upon the determination of the said term as last aforesaid and the delivery of possession by the said lessee of the premises to be specified in such notice the said commissioner or commissioners will on behalf of Her Majesty pay to the said lessee either the value of any crops sown on the arable land included in the said notice previously to the service of the said notice and the value of any crop of grass on the grass land included in the said notice or the value of the seeds sown on the land included in the said notice and of the labour bestowed in manuring and preparing the said land and of any manure purchased by the said lessee and bestowed on the said land in a husbandlike manner previously to the service of the said notice in preparation for a crop but from which no crop shall have been subsequently taken but not for any manure not purchased. And the value either of the said crops or of the labour seed and manure as the case may be shall be settled in case of difference by a valuation to be made in manner hereinbefore mentioned. And an abatement shall be made in the rent hereby reserved for the portions so required to be delivered up the amount of which abatement and the period from which it shall commence shall be settled and determined by the receiver of crown rents.

In some of the Crown leases the following clauses are inserted as to cake :—

Compensation clauses in Crown leases.

27. And it is hereby further agreed and declared that upon the expiration of the said term and upon delivering up possession of the said premises the said lessee shall be entitled in addition to the other allowances herein specified to be paid a sum equal to one-half of the money expended by the said lessee in the purchase of linseed cotton and rape cake eaten and consumed on the said premises in a proper and husbandlike manner by the cattle of the said lessee (hereinafter called consumed cake) in the last year of the said term provided that the said lessee shall not by virtue of this clause be paid a sum exceeding one-half of the average annual expenditure for consumed cake during the last three years of the said term.

As to cake consumed by cattle in the last year.

28. Provided always and it is hereby agreed and declared that no allowance or compensation shall be made to the said lessee his executors administrators or assigns under any of the provisions of this lease except upon the production by him or them of the invoices and receipts for the articles in respect of which any allowance or compensation may be claimed and with such evidence as to the application or consumption thereof upon the said land as may be satisfactory to the said commissioner or commissioners or the arbitrators or umpire to be appointed as hereinbefore mentioned And further that all money due to Her Majesty from the said lessee his executors administrators or assigns for rent dilapidations defects of cultivation or breaches of covenant or otherwise shall be deducted from any claim to which he or they may be entitled under this clause.

Lessee to produce vouchers.

Set-off.

The following clauses of agreements from different parts of the country show the modern provisions as to compensation.

Various examples of compensation clauses.

The following clause is taken from a lease of a farm in Kent belonging to the University of Oxford. It will be noticed that for none of the matters mentioned could compensation be claimed under the Acts of 1875 or 1883 :—

Kent.

And also will leave upon the said premises all manure arising from any previous year's crop and not applied to the land without charge And also such of the hay straw and chaff as shall not be consumed and all vetches and fallow crops then growing on the premises The clover hay and wheat straw to be taken to by the lessors or their incoming tenant and paid for at a market price the meadow hay and Lent corn straw and all chaff vetches and fallow crops to be taken to by the lessors or their

Remaining crops.

Kent. incoming tenant and paid for at a spending price The value of such hay straw chaff vetches and fallow crop and the acts of husbandry in respect of such vetches and fallow crop to be paid for by the lessors or their incoming tenant the amount whereof shall be settled by arbitration in the usual way in case the parties differ.

Arbitration.

Cambridge-shire.

The following provisions as to compensation are taken from one of the Trinity College, Cambridge, leases :—

And the said masters fellows and scholars do hereby for themselves their successors and assigns covenant with the tenant that the landlords will pay or allow to the tenant the following payments or allowances for unexhausted improvements (that is to say) (A.) for linseed cotton or rape cake (such cake not having been purchased in lieu of straw or hay sold off as hereinbefore provided) one-fourth of the actual cost of the total quantity consumed or used on the premises during the last two years of this demise (B.) For lime bones superphosphates or other approved bought manure applied to land from which no corn pulse seed or hay crop shall thereafter have been taken the entire cost (C.) For land not adapted for root crops dead fallowed in due rotation during the whole of the last year of the term the value of the labour reasonably expended in working the same (D.) In case of the determination of the said term hereby granted otherwise than by effluxion of time or by or in consequence of any act or default of the tenant for under-drainage effected by the tenant with good drainage tiles or pipes to the satisfaction of the landlords or their senior bursar or agent for the time being at a cost not exceeding 200*l.* in the whole the entire cost deducting nevertheless one-tenth of such cost for each year that shall have elapsed between the commencement of the said term and such determination thereof as aforesaid Provided always and it is hereby agreed that (1) No allowance shall be made for any lime bones superphosphates or other bought manure applied to turnips or other root or green crops unless such turnips root or green crops shall be fed off upon the land whereon they grow or in the case of land not adapted for feeding off shall have been consumed on some other part of the farm or other land the property of the landlords in the tenant's occupation (2) None of the other allowances for unexhausted improvements shall be authorized by the arbitrators or umpire except on the production to them or him of the invoice with satisfactory evidence of the outlay and the date of the application or consumption (3) Manure applied to a second consecutive corn crop or used in substitution for straw hay or green crops if any sold off or removed with the consent of the landlords shall not be the subject of any allowance.

Provided also and it is hereby agreed that at the end of this demise the tenant shall be entitled to no tenant-right or allow-

Feeding stuffs.

Manure.

Fallow.

Drainage.

Crops to be consumed on land.

Evidence of outlay.

Manure not to be allowed for.

ances in addition to such as are hereinbefore expressly provided for and all moneys which may be due from the tenant to the landlords for rent dilapidations breach of covenants or otherwise whatsoever shall be treated as a set-off against the payments and allowances hereinbefore agreed to be made to the tenant.

Cambridge-shire.

No other compensation.

The following clause occurs in the lease of a farm in Surrey from Merton College, Oxford:—

And it is hereby agreed and declared that the lessee his executors and administrators shall leave for the use of the lessors or their succeeding tenant all the fallows half-fallows dressings half-dressings leys young seeds underwood dung hay straw and haulm the lessors or their successors or succeeding tenant paying the lessee his executors or administrators at a fair valuation in the usual manner for all ploughing seeds labour leys and for hay and straw at a market price and also paying for dung dressings half-dressings and underwoods and for such of the fixtures as were valued to the lessee on his entry.

Manure to be left for landlord on payment.

The following clause occurs in a lease of a farm in Norfolk. Christ's Hospital farm in Norfolk:—

And also that the said lessee his executors or administrators shall on quitting the said premises at the expiration of the said term hereby granted be paid by the landlords or incoming tenant for the tillage of the fallows made in the last year and for the muck carried thereon and for filling carting and spreading the same and for the turnip seed and sowing and hoeing the turnips which shall be left for the incoming tenant and for the hay and stover the produce of the last year left stacked in the usual places and for the seeds sown with the spring corn and for sowing and harrowing in the same and for all feed left at the end of the said term at such rates as the custom of the country will allow (except feed of new layers which is not to be fed by the outgoing tenant) and for manure left in heaps in the yard at the end of the said term so much money as the same shall be valued at the amount of the payment to be made for the several matters as aforesaid to be ascertained and fixed by two indifferent persons one to be chosen by the said lessors their heirs or assigns and the other by the said lessee his executors or administrators or by an umpire to be named by and between the said two referees in case they shall not be able to agree.

Allowances to outgoing tenant.

In neither of these last-mentioned cases would compensation be payable for any of the items mentioned under the Acts of 1875 or 1883.

Devon-
shire.

In Devonshire, on the estates of Lord Rolle's trustees, the following clauses as to compensation are inserted in the agreements and leases:—

Feeding
off.

In the event of a notice for the determination of the tenancy being given by either party the tenant shall not during the last year of the tenancy stock the young grass later than the 1st of November and that only with sheep and shall not sow or take a white or corn crop from more than one-half of the arable land and shall allow the landlords or their agent or any person or persons authorized by them or him to enter upon the errish ground not sown with grass seed on and after the 1st day of December following the notice and upon the ground for fallow for wheat crops on and after the 1st day of October following the notice and shall also during the last year of the tenancy thresh out on the premises the corn and grain and properly store and stack up thatch and protect in a husbandlike manner and in the usual places and in convenient buildings on the farm all the hay straw haulm and fodder not consumed by the tenant And the tenant shall also plough and work the usual quantity of ground for fallow in the last year of the tenancy up to Michaelmas but the landlords reserve to themselves and their agent and such person or persons as they or he may appoint power to enter upon and work the said ground after Midsummer in such year On the determination of the tenancy the landlords shall (subject to the production of proper vouchers showing the quantity quality and price of the work done or materials used) make to the outgoing tenant the following payments and allowances in full satisfaction and discharge of all claims in respect of the tenancy whether under local custom or otherwise howsoever namely—

Entry.

Last year's
crop.

Ploughing.

Evidence.

Allow-
ances.

In respect of outlay under all or any of the following heads incurred by the tenant with the written approval of the landlords or their agent the following allowances respectively.

Buildings.

1st. On the erection of any new building or buildings if the tenant shall not have enjoyed the benefit of such outlay for twenty years one-twentieth part of such outlay in respect of each year which shall then be wanting to complete such period of twenty years.

Drainage.

2nd. On any draining new fencing and roads if the tenant shall not have enjoyed the benefit of such outlay for six years one-sixth part of such outlay in respect of each year which shall then be wanting to complete such period of six years.

Grubbing
up hedges.

3rd. On grubbing coppices and hedgerows if the tenant shall not have enjoyed the benefit of such outlay for three years one-third part of such outlay in respect of each year which shall then be wanting to complete such period of three years.

In respect of the tenant's outlay under all or any of the following heads the following allowances respectively.

- 4th. On sub-soiling or on the application to the land of lime clay or raw bones if the tenant shall not have enjoyed the benefit of such outlay for five years one-fifth part of such outlay in respect of each year which shall then be wanting to complete such period of five years. Devon-shire. Boning.
- 5th. On linseed rape and cotton cake consumed upon the premises in the last year of the tenancy one-half of such outlay but such allowance shall not exceed one-half of the average annual amount of such outlay during the last three years of the tenancy. Feeding stuffs.
- 6th. On guano superphosphates or other approved purchased manures applied to the root crop in the last year of the tenancy the whole of such outlay but such allowance shall not exceed 50s. for every acre under root crop. Manures.
- Also the following allowances namely—
- 7th. The value of the grass seeds sown in the last year of the tenancy evidence being given of the quantity and quality of such seeds. Seeds.
- 8th. Two-thirds of the market value of the hay straw and haulm left upon the premises but the quantity of hay straw and haulm in respect of which such allowance is to be made shall not exceed one-half of the total hay straw and haulm produced on the farm during the last year of the tenancy. Remain-ing hay.
- 9th. The value of the working by the tenant of the fallow ground previous to Michaelmas in the last year of the tenancy and of any other work done during that year for the benefit of the incoming tenant according to the rules of good husbandry and under previous arrangement in writing with the landlords or their agent for the time being. Fallow.
- The tenant shall pay to the landlords or allow as deductions from the foregoing allowances all rent and penalties due or payable by virtue of these presents and also the value of any dilapidations or want of repair under this agreement and a fair compensation for any land left in a foul and neglected condition and also all and every other sums and sum of money which shall or may be payable by the tenant in consequence of the breach or otherwise in respect of all or any or either of the conditions herein contained. Set-off.

This lease also contained provision that notice of any claim under it must be made before the 25th January in the last year of the tenancy. The lease goes on to provide that “neither the Agricultural Holdings (England) Act, 1875, or any part or provision of that Act, or any statutory modification thereof, shall apply to the agreement or to the contract of tenancy hereby made.”

The legal effect of a clause saying no future Act of Parliament shall affect the contract, does credit to the lessors' foresight in these days of statutory interference with contract. How far it is binding or valid in law is quite another question.

Herefordshire.

The next example is taken from one of the Guy's Hospital leases of its Herefordshire estates.

Allowances.

To pay to the tenant on the expiration of the tenancy the several sums representing the value of the allowances mentioned in the Third Schedule hereto provided the outlay in respect of which payment is demanded be supported by proper vouchers and certified to have been laid out on the demised premises and provided the same has been expended with the knowledge and consent of the agent of the landlords.

THIRD SCHEDULE.

Way-going crops.

The value of the customary right of taking and planting an off-going crop of wheat to the extent of one-third of the arable land of the said farm according as the same may be valued in the month of October in the last year of the tenancy by two indifferent persons to be chosen by each party and the umpire in the usual way of arbitration.

Lime.

The prime cost (exclusive of hauling) of all lime which may have been laid upon the farm during the last four years reducing one-quarter part for every year's use.

Bones.

The prime cost value of all bones and guano exclusive of carriage used with the last three years reducing one-third part for every year's use.

Seeds.

The prime cost value of all artificial grass and clover seeds sown within the last year provided they have not been eaten with cattle or other stock after the 29th day of September or mown. Half the amount of the last year's oil-cake bill provided it does not exceed the average consumption of the last three years.

Oil-cake.

The value of the unconsumed hay the produce of the farm and of such fresh wheat straw (if any) to an amount not exceeding £ as the said tenant his executors or administrators shall store in the buildings or properly thatch and shall so leave on the 1st day of May after the expiration of the tenancy in a fit state for cattle food or thatching subject to being consumed on the premises.

The next example is from Mr. C. Randall's form of agreement, which he uses on the estates

under his management in Worcestershire, Warwickshire and Gloucestershire :—

Mr. Randall's agreement.

Any drainage required or sanctioned by the landlord will be done by the said landlord the said tenant carting the pipes necessary for that purpose and paying an additional rent of 5*l.* per cent. per annum on the cost thereof

Drainage.

And it is hereby agreed that not later than one month before the termination of the tenancy under this agreement the said tenant and the said landlord or his incoming tenant shall each appoint an arbitrator these arbitrators shall meet not later than ten days before the expiration of the tenancy and having appointed an umpire shall proceed to consider the claims made by either party In case either party refuse or neglect to appoint an arbitrator the other may nominate an umpire who shall have the same powers as if he had been appointed by the arbitrators jointly and any award made in pursuance of this agreement shall be final and binding upon both parties and may be made a rule of any superior Court of law. The terms "clean and in good condition" and the construction of all covenants and stipulations herein used shall be understood in a reasonable and practical sense and the claims contingent thereupon treated accordingly The said arbitrators umpire or referee shall in adjudicating upon the rights and interests of the parties under this agreement set off against any sum to which the tenant may be entitled for allowances or otherwise any sum to which the landlord or his incoming tenant may be entitled for waste dilapidation or breach of this agreement or otherwise

Arbitration.

Set-off.

The arbitrators shall first consider how far the state of the farm differs (if at all) from that herein stipulated and they shall decide whether the said tenant or the said landlord or his incoming tenant is entitled to any and what compensation on account of such variation They shall then settle the other claims between the parties upon the following basis :—

State of farm.

The said landlord or his incoming tenant shall pay after the rate of fifty shillings per acre for all land in excess of one-half which under the above conditions is fit to be planted with white straw crops or shall be paid by the said tenant at the same rate for all short of one-half of the arable land so fit

Cultivation.

Not less than one-fourth of the clover or mixed grass seeds shall be mown for hay during the last year for the use of and to be paid for by the incoming tenant for the remainder of the land whereon clover or other grasses have been grazed the whole summer by sheep only the incoming tenant shall pay after the rate of forty shillings per acre provided such land be clean and that only one crop of corn has been taken since the previous fallow

Clover and grass seeds.

- Mr. Randall's agreement.**
Fallows. The said tenant shall be entitled to the sum of fifty shillings per acre for all clean fallows whether after vetches eaten while green or bare fallows if not clean and ready to plant with corn the cost of making them so must be deducted For all root crops he shall be paid the spending value (not the cost of cultivation) provided the land be clean if it be not so the cost of cleaning it must be deducted
- Purchased manures.** If the said tenant has not sold hay straw or roots and has purchased manure within the last two years of the tenancy or if he has purchased manures in excess of the quantity required to replace the hay and other produce so sold he shall be paid one-half the cost of all such purchased manures in excess of the quantity so required which shall have been applied to green crops or grass land in the last year of the tenancy and one-fourth of the cost of that in the last year but one such cost not having exceeded forty shillings per acre All unprepared bones and lime used upon any part of the farm during the last four years of the tenancy shall be paid for deducting one-fourth for every year's use and on pasture land during the last six years deducting one-sixth for every year's use providing such pasture land has not been mown in that time And for every other fertilizer of a permanent nature such allowance as the arbitrators may determine and also one-half of the cost of all oilcake or linseed consumed during the last year and one-fourth of that in the last year but one provided such oilcake or linseed has been given to cattle and sheep and does not exceed the average of the three years preceding the last year of the tenancy
- Feeding stuffs.** The said tenant shall not retain any part of the buildings or land after the termination of his tenancy (except the use of the barns for threshing and winnowing only) but shall be paid the spending value of all hay or straw remaining on the premises The arbitrators shall fix the times for threshing and delivering such straw to incoming tenant
- Retaining buildings.** The said tenant shall be paid such sum as the arbitrators may determine for all permanent improvements made with the sanction in writing of the said landlord or his agent
- Permanent improvements.** In case this tenancy shall determine by bankruptcy or liquidation by arrangement composition or assignment with or for the benefit of creditors the arbitration clause shall apply and the time for nomination of arbitrators shall be one month after such determination and the arbitrators or arbitrator shall have full power to adjudicate on all questions of compensation having regard to the time when the tenancy so determined and the assignees or trustees shall stand in the place of the tenant.
- Bankruptcy.**
- Welsh agreements.**
Lord Penrhyn's agreement. The next three are specimens of Welsh agreements, the first is Lord Penrhyn's agreement used

on his Carnarvonshire estates; the tenancy is a yearly one, determinable on six months' notice, beginning on the 12th November.

Welsh
agree-
ments.
Lord Pen-
rhyn's
agreement.
Allowance
to outgoing
tenant.

The tenant to be compensated on quitting for any of the following improvements and outlays which may be made by him viz. for all new farm buildings made with the consent of the landlord (provided the same are delivered up in good tenable repair) the whole value of such outlay if made within twelve months previous to quitting one-thirtieth part of such value to be deducted for every year such new buildings shall have been erected previous to such period For clearing rough ground of stones and roots and for draining and making new fences if done under the direction of the landlord the value of the outlay if made within twelve months previous to quitting as aforesaid one-twentieth part to be deducted for every year such outlay shall have been made previous to such period

The tenant to give notice to the landlord or his agent of the completion of any such improvements and within three months after the completion thereof shall produce vouchers or other evidence of the expenses thereof on the production of which the landlord or his agent shall give to the tenant a certificate of the amount upon which the compensation hereinbefore referred to shall be calculated

Evidence.

The following payments shall be made on the tenant quitting viz. for any root crops (except potatoes) summer fallow and tillage of stubble fields and for manure raised since 1st of July previous the value thereof and if the landlord or incoming tenant decline or refuse to take at a valuation all or any of the hay and corn in stacks or straw or other produce on the premises the tenant shall then be at liberty to sell the same off the premises and shall have the use of the barn for two months after the expiration of the tenancy

Cultivation
of crops.

For any clover or grass seeds sown the year of quitting and for the seed wheat in the ground if sown after potatoes or summer fallow the value thereof

Clover.

For lime and bones after which only one crop has been taken two-thirds the value thereof after two crops have been taken one-half the value and after three crops one-third the value but for no longer period

Lime.

For guano and oilcake one-third the value if used within one year previous to quitting.

Guano.

The following is from Sir Watkin Wynn's agreement as used on his estates :—

Sir Watkin
Wynn's
agreement.

Provided that if none of the clauses or conditions of this agreement shall have been unfulfilled transgressed or evaded in any way the landlord will compensate the tenant upon quitting

180 COMPENSATION FOR UNEXHAUSTED IMPROVEMENTS.

for or in respect of his outlay during the last three years as follows viz. :—For

Items of Outlay.	How Applied.	Last Year of Tenancy.	Last but One.	Last but Two.	—
Lime.....	For pasture land.	Total cost at nearest station.	Two-thirds of cost.	One-third of cost.	Total cost not to exceed 2l. per acre, exclusive of carriage.
Ditto.....	For corn or other crops.	Two-thirds of cost.	One-third of cost.	None.	
Guano, bone dust, or other manures.	For root crops or pasture.	One-half of cost.	None.....	None.	
Linseed, cotton, or other oil cake.	Consumed on farm by cattle or sheep.	One-half of cost.	One-fourth of cost.	None.	
Grass and clover seeds.	Not grazed and in good condition.	Total cost.....	None.....	None.	

For which satisfactory vouchers must be produced to the landlord or his agent when compensation is claimed.

Also for unexhausted improvements made by the tenant with the written consent of the landlord or his agent according to the following scale viz. :—For

Items of Outlay.	If made during last Year of Tenancy.	If made earlier there shall be deducted from such Outlay each Year since the date thereof.	
New buildings, erected and delivered up in good repair.	The whole value thereof.	One-twelfth.	Exclusive of carriage.
Draining, not less than 3½ feet deep.	The whole value thereof.	One-tenth.	
Fixed machinery delivered in good repair.	The whole value thereof.	One-eighth.	
Reclaiming land, ridding stones, making new roads and quickset fences.	The whole value thereof.	One-seventh.	
Half or quarter-inch bones applied to grass land.	The whole cost at nearest station.	One-sixth.	
Wire fencing.	The whole value thereof.	One-fifth.	

Provided that all accounts and satisfactory vouchers shall have been produced to the landlord or his agent within three months after the completion of the work and the tenant shall have received a certificate stating the amount upon which the compensation is to be calculated without which certificate no such claim will be allowed and the agent shall act as arbitrator between landlord and tenant and his decision be final.

The last example is from a Pembrokeshire lease, and is an example of what allowances are made in South Wales.

Welsh
agree-
ments.
Pembroke-
shire.
Allowance
to tenant.

To purchase of the tenant on quitting at a valuation to be made in the usual way all the hay the produce of the last year at a consuming price and all the green crops lime unused and manure on the said premises at the expiration of the demise and to pay or allow for lime spread upon or brought to bare fallows and for labour bestowed upon and for rent rates and taxes paid in respect of such fallows and also the cost price at the kiln of all lime from which one crop only shall have been taken and for the carriage of muck during the last year and for clover and grass seeds sown during the last year if such seeds have not been depastured by cattle or horses.

To allow annually for ten years one-tenth part of the cost of efficient under-draining if done with the consent in writing of the landlord the first of such annual allowances to be made on the 29th of September next after such draining shall have been completed if the tenant shall have satisfied the landlord that the works have been properly executed and that the entire sum claimed has actually been expended in the execution of such works Provided that during such period of ten years no increased rent shall be demanded by the landlord in respect of the lands which shall have been so drained as aforesaid Provided also that if within such period of ten years the demise be determined by either party giving notice to quit the remainder of the said allowances shall become payable at the expiration of the demise.

Drainage.

To allow at the expiration of the demise for lime used in top-dressing meadow or pasture lands in manner hereinafter mentioned viz. if the tenant has had one year's grazing or one mowing then the entire cost price at the kilns if two years' grazing or two mowings then one-half of such cost price and if three years' grazing or three mowings then one-third of such cost price Provided that if the tenant has had more than three years' grazing or more than three mowings no allowance shall be made.

Lime.

These examples will show that, although the Agricultural Holdings Act, 1875, has been almost universally excluded, yet in different parts of the country liberal provisions have been made by agreement to compensate the tenant for his outlay or improvement, often giving him far more than was given by the Act of 1875, and even than is given by the Act of 1883.

Effect of
agreement.

What is
the best
form of
agreement.

The next question, what is the best form of agreement for future tenancies? is one of the highest importance; to answer it satisfactorily it is desirable to see what powers of contracting the parties have, left by the 1883 Act, and what either party can do if those powers are not exercised.

Provisions
of 1883 Act
as to agree-
ments.

The Act provides that no contract, agreement or covenant, depriving a tenant of his right to claim compensation under the Act in respect of improvements mentioned in the first schedule shall be good (a), but the Act permits the landlord and tenant to agree as to the compensation as long as the agreement gives the tenant compensation. It follows that, although persons cannot directly contract out of the Act as they could under the 1875 Act, yet indirectly the same result can be brought about, and the parties can make their own terms as to compensation. It would also seem to follow as a rule that an agreement depriving the tenant of the right to execute any improvements will be good. And an agreement that says a tenant shall not be entitled to any compensation for anything not mentioned in the Act will certainly be good. Again, if the tenant can claim under the Act he cannot claim by custom, so an agreement can be made providing exactly what compensation a tenant is to receive for the things mentioned in the Act, and refusing any compensation in respect of other matters.

What con-
tracts can
be made.

The simplest way to show the exact position of the parties will be to suppose landlord and tenant

(a) Sect. 55.

treating for a farm, and to take the different items upon which an agreement can be made.

What contracts can be made.

1. If it is contemplated that any of the following things will be required during the tenancy:—
 Erection or enlargement of buildings, formation of silos, laying down of permanent pasture, making and planting of osier beds, making of water meadows or works of irrigation, making of gardens, making or improving of roads or bridges, making or improving of watercourses, ponds, wells, or reservoirs, or of works for supply of water for agricultural or domestic purposes, making of fences, planting of hops, planting of orchards, reclaiming of waste land, warping of land, embankment and sluices against floods—

Matters in 1st part of 1st schedule.

The parties can determine whether the landlord will do them himself or allow the tenant to do them. The landlord will, however, remember if he agrees to do them and does not he will be liable to the tenant, while if the tenant does them he can only get compensation if the landlord agrees to their being done, and then the landlord and tenant can agree upon the terms on which they are to be done. It will probably be best to make no prospective agreement as to them, but to let the matter rest until the necessity for the execution of the work arises, and then make some special agreement. It is only in the absence of agreement, and when the landlord has given his unconditional written consent, that the tenant can claim anything.

2. As to drainage:—

The landlord can insert in the agreement a

Drainage.

Drainage. clause to the effect that the tenant shall not be entitled to any compensation for any drainage done except the compensation stated in the lease.

Or, The lease may contain provisions as to the terms on which the drainage is to be done.

Or, The lease may be silent and the terms settled when the tenant gives the landlord notice he requires the drainage done.

This last will probably be the best course, for it is only in default of agreement after notice that the Act will apply.

3rd part of schedule. 3. As to the matters mentioned in the third part of the first schedule, improved cultivation, manure, and feeding stuffs :—

The landlord can insert in the agreement a clause providing that the tenant shall not be entitled to do any of these things, and this will be valid.

Or, An agreement may be made stating the precise compensation that shall be paid in respect of these matters, specifying the quantity and quality of the manure to be used each year, and the amount of cake and other feeding stuff to be allowed for, and this would seem to be the proper course to take.

Or, The Act may be allowed to apply. The evil of which will be that the landlord has very small (if any) control over what is placed on the land under the name of manure, or what is the quality of the so-called feeding stuffs. He will be at the mercy of the manure merchant, and on the tenant proving that so much has been expended in what he calls manure, the landlord will have no redress.

The proper course, as above stated, will be for the landlord to stipulate as to the quality of the manure, and to agree that only manure of that quality be paid for.

If the agreement stops here the tenant will still be able to claim for other items for which the custom of the country gives compensation, and any agreement should provide, as the Crown leases now do, that no claim shall be made, except under the lease or agreement, for anything whatever.

Agreement
should be
exclusive.

The agreement, however, should not stop here; although it is contrary to modern ideas to have restrictions on cultivation, yet it will be very desirable that some provision be made as to the matters in respect of which the landlord can counter-claim against the tenant for waste, in the tenant's interest the matters in respect of which the landlord's claim can be based should be defined, and a clause added that the landlord is not to claim in virtue of any custom outside the agreement. Of course it is impossible to give any general form of agreement which will be applicable all through the country, or will meet every case. All that can be done is to state the principle on which the agreement should proceed.

Under the new law, both to landlord and tenant, the value of an agreement clearly expressing and defining their mutual rights, and enabling each to see what are their respective liabilities at the close of the tenancy, cannot be too much insisted upon. It will be the only way to avoid litigation, and to prevent the manufacture of claims; and if such agreements are generally adopted, all that is good in the custom of the country will be retained,

Import-
ance of
agreement.

Import-
ance of
agreement.

the confusion and uncertainty that often arises under it will be avoided, and the injustice that must often happen both to landlord and tenant under the 1883 Act, if it stands alone, will be obviated. As the Act of 1883 applies to holdings of any size, however small, and to market gardens, a special agreement should in each case be framed; in these small holdings, it would be well to provide the landlord should do the drainage, and to refuse to give any assent to the improvements in Parts I. and II. of the First Schedule. There would then only remain Part III., and as to this, the agreement should specify the maximum outlay the tenant might make in any year, and how often the tenant might repeat the improvement. If this is not done, the landlord will find fictitious claims made against him, and often be obliged to pay costs which may exceed the value of the holding; for whether right or wrong, the tenant in these small cases will never be able to pay the costs.

In the Appendix is given a form of agreement that, with alteration to suit particular cases, may guard against many of these evils.



SECTION 2.

MODE OF RECOVERING COMPENSATION BY AGREEMENT OR LEASE.

Mode of
recovering
compensa-
tion.

The lease or agreement usually specifies the mode by which the compensation payable under it is to be recovered; and of course, if it does, such mode is the one to be followed out; it would be well that this should be done in all cases, so as to re-

move or at least prevent any difficulties. The mode usually specified is arbitration in the usual way, and it is often provided that all the provisions of the Common Law Procedure Act as to arbitration are to apply, that the submission to arbitration or the award may be made a rule of Court. In this case, all the ordinary incidents of arbitration apply, and the award can be enforced or set aside in exactly the same way as any other award; it is open to the same objections, the same rights of appeal, and, unless the sum is under 50*l.*, all the proceedings to enforce or set aside the award must be had in the High Court. The County Court would have no jurisdiction, and none of the provisions as to charging the land with payment of compensation given by the Act of 1883 to the County Court would apply.

Mode of
recovering
compensa-
tion.

Arbitra-
tion.

It may well happen that proceedings to recover the compensation under a lease or agreement may be taken by action; but it is probable, if there was an arbitration clause in the lease, the Court would direct the proceedings to be stayed in the action, and the matter to be referred. In any case, whether there was such a provision in the lease or not, the Court would have power to do this, as the matter would be one more or less of account, and in most cases this would be the course taken. It might, however, well happen, if the landlord denied anything was due at all, that the Court would leave the case to be tried by a jury or a judge.

Action.

The doubts as to whether an award giving compensation under a lease or agreement, and also

Necessity
for the
award.

giving compensation under the Act of 1883, can be valid, which were stated at the end of the last Chapter (a); as to compensation by custom of the country apply equally to compensation under a lease and compensation under the Act, as was there stated, by far the safer course is to have two awards.

Payment.

There is no summary power of obtaining payment of the compensation payable under a lease or agreement, as there is of the compensation under the 1883 Act by the 24th section; if default is made in payment, the money can only be recovered in the ordinary way.

Charge.

There is also no power for the landlord to raise the money for such compensation by way of charge, as is given under the 1883 Act, in respect of compensation under it. The landlord remains exactly as he is now, and with no greater power of raising the money.

(a) See *ante*, p. 151.

CHAPTER IV.

COMPENSATION UNDER THE AGRICULTURAL
HOLDINGS ACT, 1875.

ALTHOUGH this Act has been repealed (*a*), the repeal does not affect any right of a tenant to compensation in respect of improvements to which the Act applied, and which were executed before the 1st of January, 1884, nor any right to compensation in respect of any improvement to which the Act applied, although executed after the 1st January, 1884, if the same were made under a contract of tenancy current at that time (*b*).

Compensation
under the
Act of
1875.

As has been already stated the operation of the Act of 1875 has been so generally excluded that the cases that will directly arise under it are probably very few, it can only be when the letting has taken place after the 14th February, 1876, and before the 1st January, 1884, and only in those cases where the operation of the compensation clauses of the Act have not been expressly excluded. These it is apprehended are very few. Still most likely there are some where either by inadvertence or ignorance nothing was said, and there are others where parts of the Act have been adopted.

(*a*) 46 & 47 Vict. c. 61, s. 62.

(*b*) *Ib.*

Greenwich
Hospital
lease.

Notably the leases of the Greenwich Hospital estates, which contain the following clause:—

And it is hereby agreed and declared that the "Agricultural Holdings (England) Act 1875" shall except as to such parts or provisions thereof respectively as are inconsistent with the provisions of these presents apply to this contract of tenancy.

These leases however contain provisions as to the scale upon which unexhausted improvements are to be paid, and an arbitration clause, so that the parts of the Act that would apply would be mainly those as to notice, fixtures, and resumption by the lessor for improvements.

Mode to
obtain
compensa-
tion under
the Act of
1875.

First-class
improve-
ments.

Second-
class.

The compensation payable under the Act of 1875, will of course be regulated by the agreement, if any, varying the terms of the Act, if not the tenant claiming compensation under the Act will have to take the following steps:—If he claims for any first-class improvement, that is, drainage and any improvement mentioned in the first part of the first schedule to the Act of 1883 (except making silos, planting fruit bushes and embanking and sluices against floods), he must prove he had the landlord's written consent to make it, and it must have been made less than 20 years before the expiration of the tenancy, and is in good repair and condition. If the improvement was a second-class one, boning land with undissolved bones, chalking, clay burning, or claying, liming or marling land, it must have been done with the landlord's consent, or on notice to the landlord before notice to quit was given, and must have been done within seven years before the claim is made. If the improvement was for

the use of manure or feeding stuffs spent within two years of the expiration of the tenancy, the tenant will be entitled to compensation for their unexhausted value, except in the following cases—

- | | |
|--|--|
| (1) If he has taken from that portion of the holding on which the improvement has been made a corn, potato, hay, seed or other exhausting crop ; | Third class.

Exceptions.
Sect. 13. |
| (2) If either by agreement or custom of the country the tenant is entitled to and claims from the landlord or incoming tenant, a sum in respect of the additional value of any manure left on the holding, from the consumption thereon by cattle, sheep or pigs, of cake or other feeding stuffs ; | Sect. 14. |
| (3) If in the last year of his tenancy he has laid out in purchased manures and feeding stuffs more than he had laid out on an average of the last three preceding years, if the tenancy has lasted three years, or if not, for the number of years the tenancy has lasted, the extra amount laid out in the last year will not be considered in the claim for compensation ; | Sect. 15, sub-s. (1). |
| (4) If the tenant has sold off the holding hay, straw, roots or green crops in the last two years of his tenancy, or if the tenancy has not lasted two years, during his tenancy, unless he has brought back a proper quantity of manure to his holding, from which such sale has been made; the value of the manure that such hay, straw, roots or green crops would have produced, will be | Sect. 15, sub-s. (2). |

deducted from the sum payable to him as the compensation for any third-class improvement.

Questions
on which
right to
compensa-
tion de-
pends.

First class.

Time of
improve-
ment.

Sect. 6.

Consent.

Sect. 10.

Condition.
Sect. 11.

Second
class.

Sect. 6.

Time.

Sect. 12.

Consent.

Notice.
Sect. 12.

Sect. 12.
Notice to
quit.

The right of compensation under the 1875 Act will depend on the answer to the following questions:—

- (1) What was the date at which the improvement was executed?
- (2) If less than twenty years ago, was it one of the thirteen mentioned in the first class?
- (3) If so, was the landlord's, or his agent's, written consent obtained for it before it was executed?
- (4) What is the present state of repair or condition of the improvement; if not in tenantable repair or good condition, what sum is it reasonably necessary to spend to make it so?
- (5) If the improvement is a second-class improvement, has it been executed within the last seven years?
- (6) If so, was the written consent of the landlord or his duly-authorized agent obtained for it?
- (7) If not, was notice in writing given to the landlord or his agent by the tenant of his intention to make it not more than forty-two nor less than seven days before the tenant began the improvement?
- (8) Had the tenant at the time he made such improvement either given or received notice to quit his holding?

- (9) If so, was the previous consent in writing of the landlord or his agent obtained to the improvement? Sect. 12.
- (10) If the improvement is one of the third class, has it been made within the last two years? Third class.
Sect. 6.
- (11) If so, has the tenant, since making the improvement, taken from that part of the holding on which the improvement was made a corn, potato, hay, seed or other exhausting crop? Time.
Cropping.
Sect. 13.
- (12) If the improvement is one arising from the consumption of cake or other feeding stuffs, is the tenant entitled to claim under either custom or agreement, and has he claimed payment for the increased value of the manure by such consumption from the landlord or incoming tenant? Sale of manure.
Sect. 14.

If these questions can be satisfactorily answered, and it appears that the tenant is entitled to claim compensation under the Act for the unexhausted value of any improvement, the next point to consider is, what is the amount of compensation he is entitled to claim, and what are the rules by which it is to be settled?

The Act gives various rules for determining the amount, according as the improvement is one of the first, second or third class. Amount of compensation.

If it is a first-class improvement, the tenant's compensation is the sum laid out by him in effecting the improvement, such sum being subject to a proportionate deduction for every year since it was made: thus, if a tenant spend 400*l.* in draining, if he leaves at the end of the first year after

the draining, he is entitled to 180%, the second, 160%, in the 19th to 20%.

Limited
owners.
Sect. 7.

This rule is subject to an exception in the case of a tenant holding under a landlord who had not the power of disposing in any way of the fee simple of, or the whole interest in, the holding; for in this case the tenant's compensation is not to exceed a capital sum fairly representing the addition the improvement, so far as it remains unexhausted, has made to the letting value of the holding: thus, A. spends 400% in draining; he pays a rent of 200% a-year; at the end of ten years he leaves. If the owner can dispose of the fee simple, or the whole interest in the holding, A. is entitled to 200% for the unexhausted value of his improvement. If the owner cannot so dispose of the fee, then the question to be determined is, what additional rent can the landlord get in consequence of A.'s draining. If 10% a-year more, then A. will get 100%; if 5%, 50%: but if the letting value—that is, the rent—is not increased by the drainage, or remains the same, then A. gets nothing; in other words, if a tenant make a first-class improvement on an unsettled estate, he is sure of having its unexhausted value repaid him; if on a settled estate, it depends on the question, Has the letting value been increased?

Rule to
ascertain
the unex-
hausted
value of a
first-class
improve-
ment.

The rule to ascertain the unexhausted value of a first-class improvement may thus be stated:—

Divide the cost of the improvement by twenty, and multiply the result by the number of years that have elapsed since the improvement was made; deduct the product from the original outlay, and

the difference is the unexhausted value of the tenant's improvement, that is, the amount of compensation to which he is entitled.

In respect of a second-class improvement, the same rule applies. The sum payable to the tenant is the original sum, less one-seventh for each year since the improvement has been made; thus, if a tenant lays out 50*l.* in boning a piece of land with undissolved bones, and leaves the next year, the sum to which he is entitled is 50*l.*, less 7*l.* 2*s.* 10*d.*, or 42*l.* 17*s.* 2*d.*; for the next year 35*l.* 14*s.* 4*d.*, and so on.

Second-class.
Sect. 8.

For the second-class improvements there is no exception if the landlord is or is not able to dispose of the fee.

Limited owners.

The rule to find the value of the unexhausted value of a second-class improvement is: Divide the cost of the improvement by seven, multiply the result by the number of years that have elapsed since the improvement was made, deduct the product from the original outlay, and the difference is the unexhausted value of a second-class improvement.

Rule to ascertain value.

If the tenant has executed a third-class improvement, and has not, since the improvement was made, taken from the land a crop of corn, potatoes, hay or seed, or other crop of an exhausting nature, and is not entitled to or has not claimed payment for the additional value of the manure arising from the consumption of cake or feeding stuff on the holding, he will, on the termination of his tenancy, be entitled to be repaid such proportion of the sum spent by him in making the

Third-class.
Sect. 13.

Sect. 14.

How value
ascertain-
ed.

Sect. 9.

improvement as fairly represents its value to an incoming tenant. The value of each improvement will, under the Act, be left to the valuers to determine; there are no rules laid down, as in the first two classes, for ascertaining the amount; the question is solely—As so much manure has been bought and expended, as so much feeding stuff has been bought and consumed, within the last two years—what should an incoming tenant, who therefore will have the benefit of it, pay?

Limitation
as to
amount of
compensa-
tion.

In ascertaining the amount of compensation for a third-class improvement, certain limitations are laid down regulating what is to be taken into account in fixing their value; these restrictions are—

Sect. 15,
sub-s. (1).

- (1) The outlay for purchased manure or feeding stuffs to be considered is only the average outlay for the last three years, or if the tenancy has lasted less than three years during the whole tenancy.

The object of this restriction is to prevent a tenant who is leaving spending in the last year of his tenancy a larger amount on purchased manures and feeding stuffs than he has been accustomed to do, in order to make a claim for compensation.

Sect. 15,
sub-s. (2).

- (2) The value of the manure that would have been made from any straw, hay, roots or green crops sold off the holding within the last two years, or a less term if the tenancy has lasted less, is to be deducted unless a proper return of manure to the holding has been made in respect of such produce sold off.

The questions, therefore, to be answered in ascertaining the amount of a tenant's compensation for a third-class improvement are—

Questions to be answered as to a third-class improvement.

- (1) Has any crop of corn, potatoes, hay, seed or other crop of an exhausting nature, been taken since the improvement was made? Sect. 13.
- (2) If not, has the tenant claimed, and is he entitled under agreement or custom, to be paid for the additional value given to the manure from the consumption of any purchased cake or feeding stuffs? Sect. 14.
- (3) If not, what has been the average annual outlay by the tenant in the three years preceding the determination of the tenancy, or during its duration, in respect of purchased manures and feeding stuffs? Sect. 15, sub-s. (1).
- (4) Have any hay, straw, roots or green crops been sold off the holding in the last two years, or if the tenancy has not been for two years, during the duration of the tenancy? Sect. 15, sub-s. (2).
- (5) If so, what was the value of the manure they would have made? Sect. 15, sub-s. (2).
- (6) Has any manure been brought back to restore such value? Sect. 15, sub-s. (2).

Having found out what the amount of the tenant's compensation will be for any unexhausted improvement, before the same is payable to the tenant it is subject to certain additions and deductions.

Additions to and deductions from compensations.

These additions are—

In cases where there is a lease or agreement, and the landlord commits a breach of any

Landlord's breach of covenant. Sect. 18.

Additions
to com-
pensation.

landlord's covenant in such lease or agreement, the tenant may, in his claim for compensation, include any compensation to which he may claim to be entitled in respect of such breach.

So that what the Act gives to the tenant is compensation for the unexpired value of certain improvements, plus compensation for a breach of any covenant by the landlord.

Deductions.

The deductions to be made from the amount of the tenant's compensation, when ascertained as above mentioned, are—

Sect. 16,
sub-s. (1).

(1) For any taxes, rates and tithe rent-charge which the tenant is bound by lease or agreement to pay, either due or which will be due at the expiration of the tenancy, in respect of the holding.

Sect. 16,
sub-s. (2).

(2) For any rent due, or which at the expiration of the tenancy will be due, in respect of the holding.

Sect. 17.

(3) The value of any benefit the landlord has allowed or given to the tenant as the consideration for the tenant making any improvement for which compensation is claimed.

Sect. 19.

(4) The compensation payable to the landlord by the tenant for any act of waste by commission or omission, if the landlord claims such compensation.

Sect. 19.

(5) The compensation payable to the landlord in respect of the breach of any covenant by the tenant, contained in the lease or

agreement under which the tenant holds, if the landlord claims such compensation.

But the last two deductions are subject to this restriction, if the waste complained of consists in improper acts of husbandry, or if the covenant is one relating to a matter of husbandry, then the act which is relied on as waste or a breach of the covenant must have been done within four years before the determination of the tenancy.

Restriction as to claim for waste.
Sect. 19.

The last two deductions can only be made if the landlord expressly claims them by way of counter-claim; in no other way can they be allowed.

Counter-claim.
Sect. 19.

The amount payable to the tenant will thus be the unexhausted value of any of the nineteen improvements mentioned in the Act, plus the compensation for the breach of any landlord's covenant, but less any arrears for rent, taxes, rates, tithes, or any compensation to the landlord for waste or breach of any covenant by the tenant.

Amount payable to tenant.

The procedure to enforce payment of compensation under the Act of 1875 will be substantially the same as the procedure under the Act of 1883, with the following exceptions: the notice by the tenant claiming compensation may be one month before the expiration of the tenancy, instead of two months, as given in the Act of 1883.

Procedure to obtain compensation.

The award may be general, and need not specify the matters in respect of which compensation is awarded, the time the improvement was done, the sum awarded in respect of each improvement, nor the time when the improvement is to be deemed

exhausted, all which, by the Act of 1883, must be specified in the award.

An appeal will lie to the County Court if the award exceeds 50%.

Appeal.

The rest of the procedure will practically be the same under both the Act of 1875 and 1883, and will be found detailed under the 1883 Act, in the next Chapter.

CHAPTER V.

THE AGRICULTURAL HOLDINGS (ENGLAND) ACT,
1883.

HAVING seen the position in which compensation for unexhausted improvements stands under the custom of the country, under agreement, and the repealed Act of 1875, it now becomes necessary to consider how the matter stands under the Act of 1883. Before going through the Act clause by clause, it will be well to point out broadly what changes it has made in the law and in the position of the tenant. A great deal has been said against the Act, one party alleging it interfered with the right of free contract in such a way as to be most mischievous; another party alleged that it was, like its predecessor, a sham, and did not really form a satisfactory solution of the question. As usual, the truth lies between the two opinions. In one sense it does interfere with freedom of contract, the 55th section providing that certain contracts excluding it shall be void. In another sense it is a sham, because, by a carefully drawn agreement, its effect can be reduced almost to a vanishing point. Yet, still it is a step in advance, as it does not expressly give, as the Act of 1875 did, power to contract out of it. The new Act will govern all future contracts of tenancy, directly or indirectly; and unless landlords and tenants make fair and reasonable agreements

Changes
made by
Act of
1883.

Changes
made by
1883 Act.

between themselves, the Act will greatly modify their relationship. An improving landlord, who is just and liberal to his tenants, will not probably feel its effects; but a hard landlord, who has not granted his tenant agreements framed in a liberal spirit, will find the provisions of the statute seriously affect him. To state shortly what the Act does and the changes it makes in the law—

Applica-
tion of Act.

I. It applies not only to *all* holdings, agricultural or pastoral, or partly agricultural and partly pastoral, of whatever size, but also to all holdings of whatever size that are in whole or in part cultivated as market gardens. The Act of 1875 only applied to holdings above two acres, and did not apply to market gardens.

Right to
compensa-
tion.

II. It gives a tenant of any holding to which the Act applies, who executes any of the twenty-three improvements mentioned in the first schedule to the Act, an absolute right to receive compensation for the improvement without reference to the length of time such improvement has been executed; the only limitation is what in the opinion of the valuers is the value of the improvement to an incoming tenant.

Interfer-
ence with
contract.

III. If the improvement was done before the Act passed, then if it is one in the third part of the 1st schedule, if done within ten years before the Act was passed, the tenant can claim compensation, and that even if the rent was fixed at a lower rate upon the understanding the tenant should execute the improvement in consideration of such reduced rent. If the improvement is one of those mentioned in parts 1 and 2 of the Act, and the

landlord, before the 1st January, 1885, declares his assent to such improvements, the tenant will receive compensation.

Changes made by Act of 1883.

IV. If the improvement is done since the Act came into operation, then the tenant, if it is one of those mentioned in the first part of the 1st schedule, that is, a permanent improvement, can only get compensation if the landlord has assented to the improvement in writing; if it is drainage, the notice to the landlord is sufficient, while if it is one of those in the third part of the schedule the tenant can do it when he pleases without any notice to the landlord, and the landlord need not know what is the extent of his liability until the claim is made against him.

How far consent of landlord required.

V. In the procedure under the Act two important changes have been made; the tenant must give two months' notice of his intended claim instead of one month, as now. The award is to give details, and not award a lump sum; the limit of appeal has been raised from 50*l.* to 100*l.*

Procedure.

VI. If compensation can be claimed under the Act for any of the matters mentioned in it, then it can only be claimed under the Act, and the tenant has not the option of claiming under custom or under the Act, as may be most advantageous to him; but it is apprehended if compensation cannot be claimed for the matters named in the Act under the Act, yet still it can be claimed by custom.

Compensation must be claimed under the Act.

VII. The amount of compensation is based, not on the sum spent on the improvement by the outgoing tenant, but on the value of the improvement by the incoming tenant.

Such are the chief changes. The most im-

Claims
tenant can
make
against
landlord.

portant is the right of the tenant to bring forward claims against the landlord in respect of things that may have happened a long time before, and of which neither the landlord nor his agent may ever have heard of. As will have been seen, under the custom of country, marling and claying are allowed for on the seven years' principle; there is nothing under the Act to prevent a tenant, say six years after an alleged marling of land, to come forward and claim for it; if the marl or chalk was obtained on the estate, and only the ordinary labourers employed, there would be absolutely nothing in the shape of voucher that the tenant could produce, and if the claim was made by the tenant's executors it is difficult to see what safeguard the landlord would have. It is this that makes the Act so objectionable, the enormous door it opens to persons who are fraudulently disposed; by doing away with any limit of time as to when an improvement is exhausted, by abolishing any notice to a landlord before executing an improvement, it enables unscrupulous persons to fabricate claims that it will be most difficult to disprove.

Opening
for fraud.

46 & 47 VICT. c. 61.

An Act for Amending the Law relating to Agricultural Holdings in England.

[25th August, 1883.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

PART I.

IMPROVEMENTS.

Compensation for Improvements.

1. Subject as in this Act mentioned, where a tenant has made on his holding any improvement comprised in the first schedule hereto, he shall, on and after the commencement of this Act, be entitled on quitting his holding at the determination of a tenancy to obtain from the landlord as compensation under this Act for such improvement such sum as fairly represents the value of the improvement to an incoming tenant: Provided always, that in estimating the value of any improvement in the first schedule hereto there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil.

General right of tenant to compensation.

This is the section that gives the tenant the right to compensation under the Act. It will be noticed that it gives every tenant on quitting his holding a right to compensation for the matters mentioned in the first schedule; but it is doubtful if any right arise if the tenancy determines, and the tenant does not quit, as it is not on the termination of his tenancy, but on quitting the holding, that the right to compensation arises. The 58th section is meant to meet this point, but it is not quite clear that it does so; it says that the tenant shall not be deprived of his right on quitting to compensation for improvements made under a former tenancy. But as by sect. 7 compensation can only be payable if a notice is given two months before the tenancy expired, and the tenancy has expired, it is by no means clear that the tenant will be able to claim. The 1875 Act made the compensation payable on the determination of the tenancy; but this Act, by inserting the word "on quitting his holding," seems to point to a different state of things. If a new tenancy is created, the tenant can by sect. 58 still claim on the termination of the new tenancy for any improvements done in the previous tenancy; but the section seems expressly to give a statutory sanction to what the 1875 Act did away with—increasing a tenant's rent in consequence of his improvements. If a

Right to compensation.

Quitting the holding.

Sect. 1.
Raising
rents on
improve-
ments.

tenant with a seven years' lease farms highly, and makes the land at the end of seven years worth so much more per acre, the landlord can charge the tenant an increased rent in consequence of the tenant's outlay; he may have to pay for the outlay some day, but meanwhile the tenant's outlay is a source of profit to the landlord.

Sitting
tenant.

The position of the sitting tenant, as he is called, was discussed at some length when the bill was before the House of Commons, and various attempts were made to improve his position under the bill; as has been already shown, he is in a worse position now than under the Act of 1875.

Com-
mence-
ment of
Act.

The 1st January, 1884, is the commencement of the Act. Contracts of tenancy current at that date are provided for in this way: if at will, the Act operates at once; if from year to year, the contract continues until the first day either landlord or tenant could have legally determined it; if for years, at the expiration of the term. See sect. 61.

Determination of a tenancy is defined by the definition clause (sect. 61) to mean the cesser of a contract of tenancy by reason of effluxion of time, or any other reason. Thus if an agreement provide for forfeiture on assignment, or if the trustee in bankruptcy disclaims the lease.

Landlord
to pay com-
pensation.

The Act makes the landlord the person liable to pay the compensation; in law this was always so, although in practice the incoming tenant usually was the person who paid. The recent case of *Bradburn v. Foley* (a) expressly decides that the landlord is the person liable, and that a custom that the incoming tenant shall pay is bad in law. Up till now the incoming tenant has generally paid the valuation; but it would seem that now the landlord will have to settle with the outgoing tenant himself, and then make his bargain with the incoming tenant. The effect will be to increase litigation, and throw a great deal of unnecessary cost on the landlord.

Amount of
compensa-
tion.

The compensation is to be the value of the improvement to the incoming tenant; neither the actual cost of the improvement, nor its value as improving the estate, are to be taken into account, only the question, Is the incoming tenant benefited? many cases might be put in which the landlord will have to pay for a perfectly worthless improvement, and others where the improvement is a lasting benefit to the estate, but of very little value to the incoming tenant, when the tenant will lose his money. Of course the question of value to the incoming tenant is one of fact to be determined in each case by the valuer, and the landlord will in each disputed case give evidence to show that the improvement will not be of any value to the new tenant; if he can establish that, the outgoing tenant will lose whatever he laid out.

Value to
incoming
tenant.

Of course, in considering the value to an incoming tenant, it is difficult to give any settled rule. There is no limit of time in which an improvement may become exhausted, as by the 1875 Act. In each case the valuer will have to decide what

(a) L. R., 3 C. P. D. 129; 47 L. J., C. P. 331; 26 W. R. 423; 38 L. T. 421.

is the value to the incoming tenant of manures bought and expended, it may be, ten years ago. In all cases the valuers and arbitrator have to settle these questions:—

1. Has the improvement been properly carried out?
2. If so, has it increased the letting value for incoming tenants?

3. Has it done so to the actual incoming tenant?
if all these questions be answered in the affirmative, then, and only then, is compensation payable.

A question of this nature will arise—Assume land let for a special purpose, such as growing fruit; it is found not to pay; the tenant gives up the farm, having made various improvements adapted for fruit-growing; the new tenant does not intend to grow fruit; the value of the improvement to the incoming tenant is nil: Can the outgoing tenant recover any compensation, or take dairying, breeding, or any speciality in agriculture? Of course it will be said it is certainly hard on the outgoing tenant that because the incoming tenant is going to try another system of farming, he is therefore not to be paid for his improvements; but it is equally hard that a landlord should have to pay for experiments that have failed and are useless. One of the two parties will clearly have to suffer, and the only question is, which; if the Act of Parliament is to be the guide, and, it is submitted, it is the only safe one that can be followed, the loss will fall on the tenant, not the landlord. In the case of market gardens, where a special cultivation of special plants has been resorted to, this will particularly be the case. One tenant may have spent a good deal in growing currants, which the next may decline to grow; it would be very hard that the landlord should have to pay for what would be useless to him; of course what has been said only applies to the case of a *bonâ fide* change; if the landlord and the incoming tenant were to combine to alter the course of cultivation, and oust the outgoing tenant of his compensation, such a combination would of course be wholly illegal; but in the case of a real *bonâ fide* change, it is more than doubtful if the tenant can legally recover compensation.

The proviso in the section was inserted in the passage of the bill through the House of Commons; objection was made that there was nothing which prevented a very much larger sum being paid for compensation than the tenant had expended, and that his right was simply to the return of his expenditure, with interest on his outlay; and that, unless some restriction was placed, the increased value caused, it might be, by the productiveness of the land, which was the landlord's, would be credited to the tenant. After several amendments had been proposed, the principle laid down in the Irish case of *Adams v. Dunseath* (b), that the tenant is not entitled to be compensated for any addition to an improvement that arose from the natural capability of the soil, was adopted. This proviso will give rise to a good deal of difficulty in practice. In the

Sect. 1.
Value to
incoming
tenant.

Special
purpose.

Inherent
capabilities
of soil.

(b) 10 L. R., Ir. 109 (C. A.).

Sect. 1.
Inherent
capabilities
of the soil.

Hops.

Market
gardens.

case of trees planted by the tenant, is he entitled to anything more than the cost of the trees, labour of planting, cost of fencing, and interest on that sum? if the proviso is to be read literally, he is not; but such a sum would hardly be a fair compensation for a valuable orchard if a tenant quitted just when it was at its best. Or, again, take hops, will the cost of labour, roots and cultivation be all the tenant is entitled to receive, when probably had he not planted, if he leaves within three years, he could have made more by the land, and employed his materials and money more advantageously? It is hard to give any opinion except the strictly legal one, which is, that only the actual outlay and interest should be allowed. This clause will probably give rise to much litigation; as the valuer has to specify what he allows for each improvement, it will be open to contention that he has either allowed too little or too much for what is due to the inherent capabilities of the soil; the phrase is so vague, it is so impossible to lay down any rule as to what should be considered due to the soil, and what should not, beyond what has been already stated—the actual outlay and interest of the tenant in the improvement—that it is only when the Court has decided what may, and may not, be allowed under the proviso that any rule can be laid down. This case will most frequently occur in cases of market gardens—a garden in a high state of cultivation—What compensation is the tenant to receive; anything more than his outlay, or is all the rest the inherent capability of the soil? The same outlay made by another man might not have produced the same result, so it may be said it is the skill of the tenant, not the soil, that has produced the result; but here again the difficulty arises that it is not the skill of the tenant that is to be compensated. On the whole it will not be safe for any valuer, until the section has been judicially construed, to give more than the tenant's outlay, with a fair rate of interest, whatever may be the actual value the incoming tenant receives.

As to Improvements executed before the Commencement of Act.

Sect 2.
Restriction as to
improvements be-
fore Act.

2. Compensation under this Act shall not be payable in respect of improvements executed before the commencement of this Act, with the exceptions following, that—

- (1) Where a tenant has within ten years before the commencement of this Act, made an improvement mentioned in the third part of the first schedule hereto, and he is not entitled under any contract or custom, or under

the Agricultural Holdings (England) Act, 1875, to compensation in respect of such improvement; or

Sect. 2.
Restrictions as to improvements before Act.

- (2) Where a tenant has executed an improvement mentioned in the first or second part of the said first schedule within ten years previous to the commencement of this Act, and he is not entitled under any contract or custom, or under the Agricultural Holdings (England) Act, 1875, to compensation in respect of such improvement, and the landlord within one year after the commencement of this Act declares in writing his consent to the making of such improvement, then such tenant on quitting his holding at the determination of a tenancy after the commencement of this Act may claim compensation under this Act in respect of such improvement in the same manner as if this Act had been in force at the time of the execution of such improvement.

38 & 39
Vict. c. 92.

Form 2.

Having provided that compensation shall be payable in all cases where the tenant quits and the tenancy is determined, the Act by this section provides for compensation for improvements made before January, 1884; and the rule is that if done before that date no compensation is payable at all for such improvements. But to this rule there are two exceptions—

No compensation before Jan. 1, 1884.

1. If since 1st January, 1874, a tenant has boned land with undissolved bones, chalked land, burnt clay, clayed, limed or marled land, applied purchased manure, or consumed by cattle, sheep and pigs cake or feeding stuffs not produced on holding, and he is not legally entitled to any compensation for such improvement.

1st exception.

2. If since the 1st January, 1874, he has done any drainage or any of the acts mentioned in the 1st part of the first schedule, and the landlord has given his written consent between 1st January, 1884, and 1st January, 1885, to the tenant receiving compensation for such improvement.

2nd exception.

So for improvements done before the 1st January, 1884, the rule is no compensation under this Act. If any compensation

Sect. 2.
Improvements before the Act.

is otherwise legally payable, the Act does not interfere with it; but if no compensation is legally payable, then, if the improvement was done before 1st January, 1874, no compensation can be recovered.

If since 1st January, 1874, for anything in the 3rd part of the 1st schedule, the tenant can claim compensation under the Act. But if for anything in the 1st and 2nd parts of the 1st schedule, unless the landlord, before the 1st January, 1885, agrees in writing that the tenant shall be paid, he will get no compensation.

Effect on existing contracts.

It is the first part of this clause that is one of the parts of the Act that contains a direct violation of existing contracts. If A. takes a lease of a farm, and is allowed to sell off hay and straw on condition of bringing back manure, he can (subject, of course, to sect. 6) claim compensation for such manure; or if A. takes a farm and is allowed to rent it at 6s. an acre less if he manures it thoroughly, he can claim compensation for the value of the manure, notwithstanding the benefit he has already received as the consideration for his doing it. Anything more flagrantly dishonest than to allow a tenant to be able legally to claim to be paid twice over for the same thing it is difficult to imagine; and in this respect the provision is, it is believed, as to England, unique in legislation. Lord Salisbury's amendment, which nearly lost the bill, was directed to meet this. It provided that no compensation should be claimed under this clause in contravention of any specific agreement existing at the time of the passing of this Act between the parties in reference thereto. The wording of the amendment is obscure, but the object is plain. If the tenant has been paid, he is not to be paid over again. But the House of Commons disagreed to the amendment and gave the following reasons:—

"Because it is inconsistent with the principle of the bill, which provides that in case of existing tenancies, where the tenant has no right to compensation under the term of his tenancy, he shall nevertheless be entitled to compensation under this Act; and there is no reason for making a distinction in the case where compensation is excluded by the terms of the contract from the case where it is excluded by implication of law, unless where the compensation is excluded for valuable consideration, which case is provided for by clause 6."

If, however, clause 6 is looked out it only provides, that the benefit is to be taken into consideration, not that it is to exclude compensation; so the tenant can say, "The reduction of 5s. per acre was not sufficient, although I agreed it was: it should have been 7s. 6d. I am entitled now to the extra 2s. 6d. under the Act;" and there is nothing in law to prevent the valuer giving it him. It should be further noticed that there is no appeal from the valuer's decision on this point, his decision is here final and conclusive, and in this respect the English landlord is placed in a worse position than an Irish landlord under the Land Act.

This section leaves the tenant the right he now has, to get compensation by any legal means, untouched.

Three ways of getting compensation are recognized—custom

of the country, agreement between the parties, the Agricultural Holdings Act 1875. The enumeration seems to be exhaustive. As to the third part of the 1st schedule, the tenant is master of the situation; and anything he does that is included in the Act of 1883, even if the landlord protests against its being done, the landlord must pay for, but subject as to manure and feeding stuffs to the provisions of sect. 6.

There is nothing to compel the landlord to give his consent under this section; it must be done in the year 1886, and it is purely optional on his part if he will do it or not. It is a matter for him to say if he will pay his tenant or will not do so; probably most landlords will make the consent conditional on the tenant agreeing to make no claim in derogation of the terms of his lease or agreement. This, of course, the landlord can legally do, as he can impose such terms as he pleases for granting his consent. For form of consent see Form 2.

It would seem, as there is no mention of agent in the section, that a consent by the agent will not be sufficient, it must be a consent by the landlord himself. The Act of 1875 provided that the word landlord should include the agent authorized in writing to act under that Act generally. The definition is left out of the present Act, and in some cases the landlord or his agent, as in clauses 3 and 4, is expressly mentioned, and in others the landlord alone. The point is doubtful, and at all events it is desirable not to run the risk of the consent being invalid, but to get it signed by the landlord and not by the agent.

If the consent is given the claim will be made in the same way as any other claim under the Act, that is, by two months' notice before the determination of the tenancy; and all the provisions of the Act as to procedure, charging compensation, and otherwise, will apply.

The compensation will only be payable on the tenant quitting, and it by no means follows that the landlord's consent will entitle the tenant to compensation. It will be for the valuer to say what is the value of the improvement to an incoming tenant; all the landlord's consent will do is to bring the matter within the jurisdiction of a valuer appointed under the Act.

The last part of the clause must be taken to apply to both the sub-sections, although at first sight it only applies to the second; otherwise there is no provision to give the tenant, under the first sub-section, any compensation.

Sect. 2.
Modes of
obtaining
compensa-
tion.

Landlord's
consent.

Form 2.

Agent.

Notice of
claim.

When
compensa-
tion pay-
able.

As to Improvements executed after the Commencement of Act.

3. Compensation under this Act shall not be payable in respect of any improvement mentioned

Sect. 3.
Consent of
landlord as
to im-

Sect. 3.
 improvement
 in First
 Schedule,
 Part I.

in the first part of the First Schedule hereto, and executed after the commencement of this Act, unless the landlord, or his agent duly authorized in that behalf, has, previously to the execution of the improvement, and after the passing of this Act, consented in writing to the making of such improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed upon between the landlord and the tenant, and in the event of any agreement being made between the landlord and the tenant, any compensation payable thereunder shall be deemed to be substituted for compensation under this Act.

Effect of
 section.

This section corresponds to sect. 13 of the Act of 1875, but is far wider in its terms. It gives the landlord the absolute right to say, after January 1st, 1884, whether he will or will not pay for having his property improved, and on what terms the improvement shall be made. Unless the landlord, after January 1st, 1884, and *before* the improvement be done, consent in writing to its execution, no compensation can be claimed. Now if the tenant did the work, compensation might be claimed by custom, even if the work was done without the landlord's consent, and after he had refused to allow it. The consent may be upon whatever terms the landlord please, and it would seem such an agreement would not be void by sect. 55. The landlord can therefore either provide that the improvement shall be done on the terms of the landlord finding materials, the tenant labour and haulage, or that the landlord pays so much, say 10*l.*, or allow so much a year off the rent for a certain number of years; in fact any terms to which he can get the tenant to consent. By the Act of 1875, the landlord could only assent or dissent; he could not agree upon terms.

Power of
 landlord.

For form of consent see Form 3.

Form of
 consent.

The consent must be in writing and signed by the landlord or his agent, the agent's signature is hereby expressly made good. It will not require a stamp unless it be in the form of an agreement. It is not clear that the agreement need be in writing. It would be better it should be in all cases. It must bear the usual agreement stamp, and should be signed by the landlord, not his agent, for it is doubtful if the agent's signature would be good.

For form of agreement see Form 4.

A point will arise on any agreement as to compensation

under this section. It would seem to be clear that the landlord could enforce this agreement in the ordinary way by action in the High Court or in the county court. But can the tenant enforce it against the landlord by action in the High Court or county court? The payment under the agreement is substituted for compensation under the Act; sect. 57 provides, compensation under the Act can only be claimed as provided by the Act, that is, by giving two months' notice before the expiration of the tenancy of the intention to claim it. Must substituted compensation be claimed in the same way that compensation is to be claimed? It is submitted it must, and that if a landlord agreed to allow the tenant so much in respect of the improvements each half-year, and did not pay the instalments, the tenant could not sue for them, but his remedy would be to claim compensation on the termination of the tenancy. This would only relate to payment of the compensation, but it is apprehended that a tenant could sue for specific performance of the agreement, or for any matter not being a payment of compensation or substituted compensation. It certainly behoves a tenant before entering into an agreement with his landlord as to the terms on which the tenant lays out his money to see that the agreement protects him, and does not leave him at his landlord's mercy with an agreement that can only be enforced at a future date.

This section is one of those that, if any question arises, whether the valuers have properly applied, or omitted properly to apply, its special provisions, an appeal will lie from the award to the county court. See sect. 23, and see sect. 17, as to an award under this section.

4. Compensation under this Act shall not be payable in respect of any improvement mentioned in the second part of the first schedule hereto, and executed after the commencement of this Act, unless the tenant has, not more than three months and not less than two months before beginning to execute such improvement, given to the landlord, or his agent duly authorized in that behalf, notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and upon such notice being given, the landlord and tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed, and in the event of any such agreement being made, any compensation

Sect. 3.
How far
can tenant
enforce
agreement.

Appeal.

Sect. 4.
Notice to
landlord
as to im-
provement
in First
Schedule,
Part II.

Sect. 4.

payable thereunder shall be deemed to be substituted for compensation under this Act, or the landlord may, unless the notice of the tenant is previously withdrawn, undertake to execute the improvement himself, and may execute the same in any reasonable and proper manner which he thinks fit, and charge the tenant with a sum not exceeding five pounds per centum per annum on the outlay incurred in executing the improvement, or not exceeding such annual sum payable for a period of twenty-five years as will repay such outlay in the said period, with interest at the rate of three per centum per annum, such annual sum to be recoverable as rent. In default of any such agreement or undertaking, and also in the event of the landlord failing to comply with his undertaking within a reasonable time, the tenant may execute the improvement himself, and shall in respect thereof be entitled to compensation under this Act.

The landlord and tenant may, if they think fit, dispense with any notice under this section, and come to an agreement in a lease or otherwise between themselves in the same manner and of the same validity as if such notice had been given.

Ways in which drainage may be done.

This section relates exclusively to drainage done after 1st January, 1884; it provides five ways in which drainage may be done:—

1. The landlord and tenant may agree on the terms and mode of executing the work, how the expense is to be borne and the work done.
2. The tenant may give a written notice not more than three nor less than two months before doing the work, specifying his intention to drain, the work proposed to be done, the way he proposes to do it; and unless the landlord takes some steps on the receipt of such notice, the tenant can do the work in the proposed way, and will be entitled to compensation on the termination of the tenancy.

3. On receipt of the notice, the parties may agree on the way the work is to be done, and how it is to be paid for. Sect. 4.
4. On receipt of the notice, the landlord may agree to do the work, and charge the tenant 5*l.* per cent. on the outlay, which will be payable as additional rent. Ways in which drainage may be done.
5. Or, on receipt of the notice, the landlord can agree to do the work and charge the tenant the cost, the tenant to repay such sum, with interest at 3*l.* per cent., in twenty-five years by annual instalments, as an additional rent.

Of course, a tenant will very carefully consider his position before giving the notice, as it may and usually would entail a considerable increase to his rent.

The tenant, it would seem, has power to withdraw any notice, if he objects to the terms on which the landlord proposes to do the work; and, of course, the landlord practically could, by a great outlay, put such pressure on the tenant that he would withdraw his notice. Withdrawal of notice.

The notice must be in writing, signed by the tenant; it should specify the exact work proposed to be done, and the manner in which it is proposed to do it, stating the depth of the drain, size of pipes, distance of the drains apart, &c. Great care will have to be taken in framing the notice, and it would seem that the tenant cannot depart from it in any way without raising a question as to whether he can claim for the drainage; for if the work is not done in accordance with the notice, it follows that the notice did not fulfil the requirements of the section by specifying the manner in which the work was to be done, and would therefore be a bad notice, and no compensation would be payable. Care must also be taken as to the time, not more than three months nor less than two months before the work is begun. Care must be taken to begin the work before the expiration of the third month after the notice given, or the notice will be void, and no compensation payable. Contents of notice.

Months mean calendar months. The notice can be given to the landlord's agent, if he is specially authorized to receive it; but if he is not, it must be to the landlord himself; by sect. 28 it may be served personally, left at the dwelling-house, or sent by post in a registered letter. Commencement of work.

For form of notice, see Form 5.

No time is fixed for the landlord to come forward with his proposals, but it is clear he must do it within the three months, and, it would seem, he should do so in the first two months before the tenant begins the work. Landlord's notice.

It appears that the landlord must personally agree, not the agent for the landlord. Agreement.

The agreement, if it is to be carried out at once, need not be in writing, but it would be in all cases better to have a written agreement, and such agreement will require to be stamped.

The agreement may provide any terms as to the drainage to which the tenant will assent. The Act will permit any agreement on the subject the parties choose to be entered into.

As to enforcing the agreement, see the remarks to sect. 3, *ante*, p. 213.

- Sect. 4.** It would seem that the withdrawal of the notice may be made at any time before the tenant actually begins the work. It would be well to have the withdrawal in writing, but this is not legally necessary. A parol withdrawal would be sufficient in law.
- Withdrawal of notice.**
- Mode of executing work by landlord.** The landlord is not bound to follow the mode prescribed in the tenant's notice. He has perfect liberty to make the drains in any way he likes, so long only as he does the work in a reasonable and proper way. Whether he has done so will be a question for the valuer. The work must be done in a reasonable time, but it will be for the valuer to say in each case what is a reasonable time to do the work in.
- Charge.** The landlord can get a charge from the county court for any sum he lays out in draining under this section under sect. 29. The landlord's undertaking should be in writing, but it need not be so.
- Instalments.** It is a little doubtful if the five per cent. and the instalments can be made payable at stated intervals of less than a year, but it is apprehended they can. Being recoverable as rent they can be distrained for, but the provisions of the Act as to distress within the year will apply to such instalments.
- Remedy of tenant.** The executing the work by the tenant on the landlord failing to comply with his undertaking is only an alternative remedy. The tenant could proceed to enforce the undertaking by action instead.
- Agreement.** The agreement may be contained in the lease, or it may be a special agreement on the subject. The landlord and tenant can make any terms they like as to the time in which and the person by whom the drainage will be done.
- Appeal.** An appeal from any mistake by the referee or umpire as to applying or omitting to apply the special provisions of this section lies to the county court. See sect. 23, and see sect. 17, as to an award under this section.
- Payment of instalments.** Another point suggests itself, whether, if the landlord borrows the money for the drainage, the instalments must be made repayable to him or to his assignee. It is submitted that they could be made payable to the assignee, who would get a first charge on the premises and the additional security of being entitled to recover his instalments as rent.
- Sect. 5.** 5. Where, in the case of a tenancy under a contract of tenancy current at the commencement of this Act, any agreement in writing or custom, or the Agricultural Holdings (England) Act, 1875, provides specific compensation for any improvement comprised in the first schedule hereto, compensation in respect of such improvement, although executed after the commencement of this Act, shall
- Reservation as to existing and future contracts of tenancy.**

be payable in pursuance of such agreement, custom or Act of Parliament, and shall be deemed to be substituted for compensation under this Act. Sect. 5.

Where in the case of a tenancy under a contract of tenancy beginning after the commencement of this Act, any particular agreement in writing secures to the tenant for any improvement mentioned in the third part of the first schedule hereto, and executed after the commencement of this Act, fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement, then in such case the compensation in respect of such improvement shall be payable in pursuance of the particular agreement, and shall be deemed to be substituted for compensation under this Act.

The last preceding provision of this section relating to a particular agreement shall apply in the case of a tenancy under a contract of tenancy current at the commencement of this Act in respect of an improvement mentioned in the third part of the first schedule hereto, specific compensation for which is not provided by any agreement in writing or custom, or the Agricultural Holdings Act, 1875.

This section will only apply if the agreement specifically name any improvement; as many agreements only name improvements generally, and not specifically, the operation will be but small. If such agreement provides specific compensation for some of the improvements in the schedule, but not for others, the tenant could claim under the agreement for the improvements specifically named and for the rest under the Act. Effect of section.

The first part of the section only relates to agreements actually in existence on the 1st January, 1884.

It is very doubtful if the agreement that contained a provision that the value of any unexhausted improvements done

Sect. 5.
Meaning of
section.

by the tenant, should be left to arbitration, would come within this section. The true meaning of the section would seem to be, that, if the tenant, under a contract of tenancy in force on the 1st January, 1884, can get compensation by any other means, he is not to get it under the Act.

Effect of
section on
existing
agree-
ments.

The second part of the section will give rise to difficulty; a tenant has agreed by his lease to accept certain compensation for the improvements mentioned therein, the agreement is not to be conclusive, but the valuer is to be entitled to say whether the compensation provided by the agreement was fair and reasonable, having regard to the circumstances existing at the time the agreement was made, and if in his opinion it was, then, but only then, the agreement is to be binding and the compensation payable by it to be deemed sufficient. This clause is even a more flagrant interference with the law of contract than the first clause of the section, as it enables every tenant to say that his lease was not as favourable as it ought to have been, and gives a valuer the absolute right, after an agreement has been deliberately entered into and acted upon for, say, 10, 15 or 20 years, of saying whether, in his opinion, it was fair and reasonable; a more objectionable principle it is impossible to conceive, as both parties, for it would seem it is open to both to argue that the compensation in the agreement is not fair and reasonable, will be able to go on acting under the agreement, and at last turn round upon each other.

Effect of
proviso.

The proviso at the end of the section extends the second provision in this way. The second provision is meant to meet the case where the lease provides, say, for liming on the five years' principle, chalking on the five years' principle, half the cost of cake used in the last year. There are, of course, many cases where either no mention is made of compensation in a lease, or it is only mentioned generally. The proviso, therefore, says that, in case of a lease current on the 1st of January, 1884, on its termination the valuer is to say what compensation is to be paid for any improvement in the third part of the 1st schedule, if no specific compensation is provided for it. The result of the two provisions is this: if the lease specifically provides compensation, the valuer is to consider all the circumstances existing at the time the lease was made, and say if the compensation is fair and reasonable. It is in his discretion to accept or reject it. If the lease does not specifically provide compensation, then the valuer is to say what compensation is to be paid, unless the tenant can get compensation by custom or the 1875 Act; in short, the tenant is to get such compensation as the valuer thinks right, whether he has or has not specifically agreed to accept something else.

Any compensation that the valuer may award will, of course, be governed by the principle of the first section, that it must be the value of the improvement to the incoming tenant.

Appeal.
Sect. 17.

An appeal lies to the county court from the valuer's decision under this section. See sect. 23, and see sect. 17 as to an award under this section.

Regulations as to Compensation for Improvements.

6. In the ascertainment of the amount of the compensation under this Act, payable to the tenant in respect of any improvement, there shall be taken into account in reduction thereof:

Sect. 6.
Regulations as to compensation for improvements.

- (a) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and
- (b) In the case of compensation for manures the value of the manure that would have been produced by the consumption on the holding of any hay, straw, roots, or green crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, except as far as a proper return of manure to the holding has been made in respect of such produce so sold off or removed therefrom; and
- (c) Any sums due to the landlord in respect of rent or in respect of any waste committed or permitted by the tenant, or in respect of any breach of covenant or other agreement connected with the contract of tenancy committed by the tenant, also any taxes, rates, and tithe rentcharge due or becoming due in respect of the holding to which the tenant is liable as between him and the landlord.

There shall be taken into account in augmentation of the tenant's compensation—

- (d) Any sum due to the tenant for compensation in respect of a breach of covenant or

Sect. 6.

other agreement connected with a contract of tenancy and committed by the landlord.

Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of waste by the tenant or of breach by the tenant committed or permitted in relation to a matter of husbandry more than four years before the determination of the tenancy.

It being ascertained that the tenant is entitled to compensation, that is, that the improvements he has made are of some value to an incoming tenant, the next step is to see if the amount the valuer has so arrived at is to be subject to any deduction or addition, and this clause specifies what are the deductions and additions.

Substituted compensations.

It would seem that these deductions and additions will not apply in cases of substituted compensations, but only of actual compensation under the Act.

This sub-section (a) is almost identical with sect. 17 of the Act of 1875.

Benefit to tenant for making improvements.

It is this provision that was said to meet the case of a claim of compensation under sect. 2, in defiance of any benefit conferred by a lease; but, as has been already pointed out, this clause does not prevent the tenant claiming, it only provides the valuer shall take it into account, and he can allow just as much or as little weight as he please to it. The benefit would usually be a deduction or an allowance in rent, on condition of the tenant doing the improvement; or it might be part of the improvement, such as the tiles for draining, the materials for building. What the valuer's duty will be under this section is, then, assuming the landlord contributed nothing, the tenant would be entitled to, say, 100*l.*; but if the tenant was allowed 5*l.* a year off his rent for doing it, the capitalized value of the 5*l.* should be deducted from the 100*l.*; if the landlord found the materials, the cost of which was 20*l.*, this would be deducted; in fact anything the landlord has contributed. Whatever the valuer determines to be the value of the contribution, is to be deducted. It will be noticed that it is no separate ground of appeal, that the valuer has not made a proper deduction.*

Crops sold off.

Sub-section (b) is a substantial re-enactment of sect. 15 of the Act of 1875. The meaning seems to be that the valuer is to ascertain what crops have been sold off during the last two years, this is of course assuming the tenant is entitled to sell, because it is submitted the clause confers no new right upon him—if he could not sell off before, he cannot now. Having ascertained

* See sect. 23.

what amount has been sold off, the next thing is for the valuer to ascertain what quantity of manure the crops sold off would have produced, and what would be the value of such manure. He has then to ascertain whether any manure has been brought back, and if so, what quantity, and has to set the one off against the other. If the balance is against the tenant, it will be deducted from the amount of compensation. A question will arise as to what is a proper return of manure: if any quantity is specified in the lease or agreement, as is often the case, then it is apprehended that quantity would be the proper return; if none, then it is altogether a question for the valuer.

As by the 61st section "manures" are defined to mean purchased artificial, or other purchased manures, and consumption of feeding stuffs, it would seem if the tenant sold off crops, and instead of actually bringing back manure bought feeding stuffs and consumed them on the holding, this would be a return of manure within the section; so the tenant would have the option of either actually buying manure and bringing it back, or of consuming feeding stuffs on the holding. The account will only go back two years from the determination of the tenancy at the outside, or such less time as the tenancy has lasted.

Of course this leaves the question untouched, is the tenant entitled to be paid for the manure brought back? which depends on whether he is entitled to be paid for the manure arising from the consumption of crops on the holding by the custom of the country. If so, it is apprehended he would be entitled to be paid for the manure brought back, for all this section does is to say that there shall be the proper quantity of manure on the premises on the termination of the tenancy; if there is not, the tenant must pay what would be the value of the proper quantity, assuming it to be there: if the tenant is or is not to be paid for it is quite a different question, and one that the custom of the country or the agreement would regulate in each case. If the tenant can sell off, either by agreement or custom, without bringing back manure, then it is submitted the valuer would not be entitled to go into this inquiry at all.

The restriction in sub-sect. (c) corresponds with sect. 16 of the 1875 Act. Under it the tenant will be bound to produce to the valuer, before he can make his award, his last receipts for rent, rates and tithe (if the tenant pay tithes), and this must include such payments up to the end of the tenancy; the tenant will be bound to prove that there is nothing due under any of these heads.

With regard to waste, the landlord will have to prove that the tenant has been guilty of it. Waste is any act of the tenant that permanently deteriorates the property, such as breaking up pasture, pulling down buildings, cutting down trees; it is of two kinds, permissive or voluntary, that is, arising from the neglect of the tenant, as neglecting to repair buildings, or any thing belonging to the freehold; active when the tenant actually does some act of destruction, as

Sect. 6.
Produce
sold off.

Proper
return of
manure.

Definition
of ma-
nures.

Time for
account.

Is tenant
entitled to
be paid for
manure?

Receipts
for rent.

Waste.

- Sect. 6.** cutting down trees or pulling up a hedge. As a rule, the tenant will be restrained by injunction from committing active waste, but not for permissive.
- Waste.**
- Time.** The waste in respect of which this deduction is made must have been committed within two years from the termination of the tenancy.
- Breaches of covenant.** As to breaches of covenant or agreement, the landlord will have to prove these, and, it is apprehended, he must prove specific damage; breach of a covenant to repair, of course, would impose on the valuer the duty of saying what sum it would take to put the buildings in repair, and that would be the deduction to be made. But in the breach of a covenant to cultivate, say in accordance with the four-course shift, the landlord would have to prove specific damages before any deduction could be made; the mere fact of proving the breach would not, it is apprehended, be sufficient.
- To what acts breaches of covenant extend.** The breach of the agreement or covenant is not confined to a breach of any covenant in the actual agreement of tenancy, but extends to a breach of any other agreement connected with the contract of tenancy: thus, if a tenant agreed to do certain improvements if his landlord laid out so much, and failed to do this, the landlord would be entitled to have the damages for the breach of covenant taken into consideration. In fact all claims against the tenant by the landlord would have to be considered by the valuer, if the landlord put them forward. A breach of a parol agreement would, if the agreement was proved, furnish an equally good claim as a breach of a written agreement.
- Time in which claim is to be made.** The proviso at the end of the section limits the time for which the landlord can claim for a breach of covenant for waste or any matter of husbandry to four years before the termination of the tenancy. Matters of husbandry would include improper cultivation, selling-off, mowing land twice in the same year, or without manuring growing too much corn, having too little fallow, &c. But as to any other breach, there is nothing to prevent the landlord claiming beyond the four years, if the breach is not barred by the Statute of Limitations.
- Additions to compensation.** Having made the deductions from the tenant's compensation, the section provides that the compensation is to be augmented by any sum due to the tenant from the landlord for a breach of covenant. The observation as to breach of covenant by the tenant apply equally to a breach of covenant by the landlord; and the tenant can claim for any breach of any agreement by the landlord connected with the tenancy. Of course the tenant must prove the breach and the damage sustained. There is no limitation on any kind of covenant by the landlord, and the tenant can therefore claim for any breach of whatever kind that is not barred by the Statute of Limitations.
- As the 60th section gives a general saving of all rights, there is nothing to prevent the landlord bringing an action against

the tenant for damages for breaches of covenant, and if he does the four years' limit would not apply; the tenant, of course, could make his claim by counter-claim, for anything not named in the Act; for if he could claim under the Act, the 57th section of the Act would prevent his claiming in any other way; and to any counter-claim claiming what might have been claimed under the Act, a plea of the 57th section would, it is apprehended, be a complete answer in law, as that section is a positive enactment that the tenant shall not be entitled to claim otherwise than under the Act.

Sect. 6.
Action for
damage.
Claims
under the
Act.

In respect of matters for which a claim can be made under this Act, the 16th section of the Act of 1875 spoke of the landlord's compensation, not a word is found in this Act of compensation to the landlord; the Act seems to be wholly based on the idea that the tenant, and the tenant alone, is the person to receive compensation. It will, however, doubtless be the case in numerous instances that the sum due to the landlord from the tenant will greatly exceed any sum due to the tenant; and, although nothing is said of payment to the landlord, yet it must be implied that the compensation to be paid under the Act means compensation to the party entitled, whether landlord or tenant; and, therefore, the Act must be read as if the amount found due was payable to either landlord or tenant, as the case may be; the only mention of landlord's compensation is in the proviso to this section which speaks of enabling a landlord to obtain compensation in respect of waste.

Landlord's
compensa-
tion.

The procedure for compensation will, therefore be:—

Procedure
under sec-
tion.

1. The tenant will prove that he has executed certain improvements.
2. The valuer will ascertain what sum fairly represents the value of those improvements to an incoming tenant.
3. The landlord will then prove any benefit he has allowed the tenant in consideration of the tenant doing the improvement, and the valuer should deduct from the sum he has fixed as the value of the improvement the money value of such benefit.
4. The valuer will ascertain the amount of the manure that should be on the premises, having regard to the crops produced, and if from the sale or removal of crops or manure that quantity of manure is not there he will deduct the value from the tenant's compensation.
5. The valuer will also deduct any rent due to the landlord, and the rates, tithes and taxes up to the date of the determination of the tenancy.
6. The valuer will deduct any damage for breach of agreement or covenant by the tenant that in his opinion the landlord has sustained.
7. He will add to the compensation to be paid the tenant any damage he may find the tenant has sustained by breach of agreement or covenant by the landlord, and the result may be expressed as follows:—

Sect. 6.
How com-
pensation
arrived at.

Value of improvements mentioned in the schedule
made by the outgoing tenant to an incom-
ing tenant £

Value of materials for buildings
found by the landlord £
Value of 50 tons of manure that
should be on the holding
Rent due to Michaelmas
Tithes (apportioned)
Rates „
Taxes „
Damages for waste within 4 years..
„ for breach of covenants for
husbandry within 4 years
„ for breaches of other cove-
nants

£

Due to tenant or landlord as case may be..
Add damage for breach by landlord of covenant
to find materials to repair

Total compensation due to tenant .
or landlord

Procedure.

Notice of
intended
claim.

7. A tenant claiming compensation under this Act shall, two months at least before the determination of the tenancy, give notice in writing to the landlord of his intention to make such claim.

Where a tenant gives such notice, the landlord may, before the determination of the tenancy, or within fourteen days thereafter, give a counter-notice in writing to the tenant of his intention to make a claim in respect of any waste or any breach of covenant or other agreement.

Every such notice and counter-notice shall state, as far as reasonably may be, the particulars and amount of the intended claim.

This section re-enacts the 20th section of the Act of 1875, but with this important difference, that the one month is extended to two; and the tenant's notice must now be two

months, that is two calendar months (13 & 14 Vict. c. 21, s. 4), before the determination of the tenancy, that is, before 25th January for Lady-day tenancies, and the 29th July for Michaelmas tenancies. Tenants should be most careful to remember the date, as unless the notice is given no claim can be made under the Act, whatever the improvement may be. And it is doubtful from the wording of the 57th section, if a tenant omits to claim compensation under this section, whether he can claim under an agreement or custom for what he could have got under the Act. It is also doubtful if a tenant at will or tenant at sufferance could claim at all, for, as either tenancy is terminated at once, on receipt of such a notice, the landlord would at once determine the tenancy, and then the notice would be inoperative, but query, would a court restrain the landlord terminating the tenancy. As both the tenancies are terminated at death, it is clear the Act would not apply, and it would also not apply if the agreement specified, say, one month's notice, or any less period, for terminating a tenancy. The landlord of course can claim for waste and breach of covenant by an ordinary action, but the tenant cannot sue for compensation under the Act by an action, so it is vital to him, if he intends to claim, to give his notice. Of course he will consider the point whether the claims for dilapidations may not be more than the sum awarded for compensation, and if it is worth making a claim; but if he intends to claim at all, he must do it in time.

A mere claim or counter-claim will not do; the items and amounts must be given; and it is a question if either side can recover more than stated in the notice and counter-notice. For forms of notice and counter-notice, see Forms, *post*.

Sect. 7.
Importance of notice.

Can claims be made outside Act for things mentioned in Act?

Contents of claim.

8. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid under this Act.

If in any case they do not so agree the difference shall be settled by a reference.

This section re-enacts the 21st section of the Act of 1875.

It would seem that the tenant must give the notice mentioned in the previous section before the agreement can be arrived at, for until that is done the landlord is not liable to pay compensation; certainly not under the Act, for there is no claim to compensation under it until such notice is given. Until the notice is given the landlord does not know if any claim will be made, or, if any is made, what it will be. As soon as he gets the notice he knows what the claim is, and the tenant and he can then agree as to the amount, mode, and terms of payment at any time before a reference.

If the landlord is only a limited owner, and is not going to pay the whole of the compensation out of his own pocket, it

Sect. 8.

Compensation agreed or settled by reference.

Notice must be given before agreement.

Sect. 8.
How far
act of
limited
owner
binding.

may be doubtful how far an agreement by the tenant for life or for years to pay compensation by instalments would bind the reversioner. The Act has pointed out how a limited owner can bind his successor, and it is doubtful if this can be done in any way but that pointed out by the Act. It would certainly be safer for limited owners not to agree to pay down the money at once, for it will be observed the payment to the tenant is not a charge upon the land unless made so by the County Court; if not so done it is merely a personal debt to the party paying it.

If the parties cannot agree as to the amount, mode and time of payment, resort must be had to a reference. A form of agreement will be found in the Forms. Of course they must agree as to all three things, otherwise it will be no agreement: as agreeing the amount and not the mode and time of payment, or the time and mode of payment and not the amount, would be useless.

Sect. 9.
Appoint-
ment of
referee or
referees
and um-
pire.

9. Where there is a reference under this Act, a referee, or two referees and an umpire, shall be appointed as follows:

- (1) If the parties concur, there may be a single referee appointed by them jointly:
- (2) If before award the single referee dies or becomes incapable of acting, or for seven days after notice from the parties, or either of them, requiring him to act, fails to act, the proceedings shall begin afresh, as if no referee had been appointed:
- (3) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee:
- (4) If before award one of two referees dies or becomes incapable of acting, or for seven days after notice from either party requiring him to act fails to act, the party appointing him shall appoint another referee:
- (5) Notice of every appointment of a referee by either party shall be given to the other party:
- (6) If for fourteen days after notice by one

party to the other to appoint a referee, or another referee, the other party fails to do so, then, on the application of the party giving notice, the county court shall within fourteen days appoint a competent and impartial person to be a referee : Sect. 9.

- (7) Where two referees are appointed, then (subject to the provisions of this Act) they shall before they enter on the reference appoint an umpire :
- (8) If before award an umpire dies or becomes incapable of acting, the referees shall appoint another umpire :
- (9) If for seven days after request from either party the referees fail to appoint an umpire, or another umpire, then, on the application of either party, the county court shall within fourteen days appoint a competent and impartial person to be the umpire :
- (10) Every appointment, notice, and request under this section shall be in writing.

This section is a verbatim re-enactment of the 22nd section of the Act of 1875, and gives the proceedings that are to be taken to start the reference. Assuming the parties cannot agree on the amount of compensation, a reference becomes necessary, and the following are the steps to take :—

Steps to be taken on a reference.

1. If the parties can agree upon one person to decide the matter, they at once sign a written appointment of that person (see Forms), and he then has full power to decide, just as if he was an umpire.
2. A notice in writing of his appointment and requiring him to act (see Forms) should be sent him. As to the effect of sending this, see clause 12.
3. If the person appointed allows seven days to elapse, and does nothing, or if he acts and either is or becomes incapable of acting before making his award, the parties are remitted to the position they were in before appointing the single referee, and they can then either appoint another person as single referee or proceed by two

Sect. 9.
Appoint-
ment of
single
referee.

referees and an umpire. It does not seem that there is anything in the Act to prevent the parties appointing single referees over and over again until they get one who makes an award, or from appointing, which would probably be the most prudent course in the first instance, a person as single referee, and him failing another, and him failing a third. If this was done, the notice calling upon the second to act in the seven days would not be given until the first had either refused to act or neglected to act for seven days, or died, or become incapable.

Appoint-
ment of
referee by
each party.

4. If a single person cannot be agreed upon, each party by a writing under his hand, appoints his own referee (see Forms), and at once gives notice to the other side of such appointment. The notice must be given on each appointment.

Failure to
act.

5. If either referee refuses to act, or if, after the expiration of seven days' notice by either party (see Forms), (not necessarily by the person who appointed him), he neglects to act, that is, having accepted the appointment he does not go on with the reference or does not attend an appointment, the party who appointed such person must appoint another person, and if that person declines or neglects, or becomes incapable to act or dies, another will have to be appointed; as in the former case, the person can go on appointing referees until he gets one who will act. The Act does not provide for the case of a referee agreeing to act, having partially acted, and not continuing to act; but it is apprehended that this would be held to be a failure to act, and a new referee would have to be appointed; care should be taken to guard, as far as possible, against such a case, as it would greatly increase the costs.

Failure to
appoint.

6. If either party neglect to appoint either at first or afterwards, on the failure of the first person to act as referee, the other party may give notice requiring the appointment of a referee or new referee (see Forms); and unless within fourteen days an appointment is made, the party applying for the appointment can go to the County Court to get it to appoint a referee for the party neglecting to appoint. It does not appear to be necessary that, before making such application, the applying party should have named his own referee; but, of course, he can always be compelled, on notice, to do this.

Appoint-
ment by
County
Court.

The appointment must be made by the judge, and the details of the appointment will probably be regulated by the new rules, as the appointments under the Act of 1875 are now. But the power of appointment seems to be unlimited, and there is no appeal from it, and no evidence, except that the person applying has applied to the other side, and they have failed to appoint for fourteen days, will be required. The proof will either be an affidavit of personal service of the notice requiring the appointment, or an affidavit of a registered letter enclosing the notice having been sent.

Evidence.

7. As soon as the referees are appointed, unless restricted by the form of their appointment, they nominate, by writing under their hands, an umpire. (See Forms.) It will be noticed that there is no provision for the referees appointing a new umpire if the first fails or neglects to act before award, only if he dies or becomes incapable of acting. If the referees, after notice for seven days by either party, fail to appoint an umpire if the appointment rests with them, either party may apply to the County Court to appoint an umpire, and the County Court is to do so within fourteen days from the application; it is apprehended that there must be a notice, and the same rules will apply as to the appointment of referee. The evidence on such an application would be the notice to the referees and evidence of their failure to appoint.

Sec 9.
Appointment of umpire.

Evidence.

A point will arise as to the appointment of umpire and referee; if the County Court appoint an umpire and he dies or becomes incapable to act, can the parties or the referees appoint a new referee or umpire in his place, or must the Court fill up the appointment? It is apprehended the parties can, and there will be no necessity to go again to the Court. See notes to next section.

Appointment of umpire in place of one appointed by County Court.

Great care will have to be taken to have the appointment of the referees and umpire all in regular form, as otherwise the award can be set aside for irregularity, and any charge of the holding by the landlord would also be bad.

Another question requires consideration. Will the signature of the agent of either landlord or tenant to any of these appointments or notices be sufficient? It is most doubtful if it will for the reasons stated in the notes to sect. 2, *ante*, p. 211.

Signature of agent.

An applicant to the County Court judge to appoint an umpire takes out a summons calling on the other party to attend before the judge in chambers, on some day, not less than seven from the date of the summons, for the appointment of a referee. This summons must be personally served by the applicant's solicitor on the respondent; on attending the judge the only question to be gone into will be the right of the judge to appoint.

Summons for appointment of umpire by County Court.

The applicant's evidence will be an affidavit of personal service of the summons, and an affidavit verifying the request to the other side to appoint; the request should be exhibited to the affidavit, and proof that no one has been appointed.

Evidence.

It will be noticed that the Act provides that the person to be appointed as referee or umpire by the County Court, must be "competent and impartial." The parties can appoint any one they please without reference to his competency or impartiality. It is one of the great dangers to be apprehended in the working of the Act, that a professional class of referees will arise who will consider it their duty to act as the champions of the tenants, and will allow any claim, however preposterous. Having regard to the great power entrusted to the referees of upsetting contracts and of deciding points

Qualification of umpire or referee.

Sect. 9.
Qualifica-
tion of
umpire or
referee.

between landlord and tenant, that they are not limited by the strict rules of evidence, that a great deal of the proceedings before them must be to some extent informal, it is most essential that the persons who may be appointed should be men who will act judicially, not as advocates. With the experience of the working of the Irish Land Act, and regarding the fact that those Assistant-Commissioners were persons appointed by the Government, it is impossible not to be apprehensive of persons, who having no official appointment, may consider it their duty to act as advocates as well as judges, and from whose decision in many cases there is practically no appeal. As to appointment by the County Court there is a very simple way out of the difficulty; by the County Court Orders, 1875, Order XXXII., the Registrar is required to frame a list of assessors to act under sect. 5 of the County Courts Act, 1875, and the list of assessors is to be hung up in the County Court and the office. If, in addition to the list of assessors a list of persons from whom the County Court will select referees and umpires under this Act, was kept in the same way as the list of assessors, the parties would be sure that the person to be appointed was competent and impartial, and one of the great difficulties in the way of working the Act might be removed.

Sect. 10.
Requisition
for appoint-
ment of
umpire by
Land Com-
missioners,
&c.

10. Provided, that where two referees are appointed, an umpire may be appointed as follows:

- (1) If either party, on appointing a referee, requires, by notice in writing to the other, that the umpire shall be appointed by the Land Commissioners for England, then the umpire, and any successor to him, shall be appointed, on the application of either party, by those Commissioners:
- (2) In every other case, if either party, on appointing a referee, requires, by notice in writing to the other, that the umpire shall be appointed by the county court, then, unless the other party dissents by notice in writing therefrom, the umpire, and any successor to him, shall, on the application of either party, be so appointed, and in case of such dissent, the umpire, and any

successor to him, shall be appointed, on the application of either party, by the Land Commissioners for England. Sect. 10.

This section is a re-enactment of the 23rd section of the Act of 1875. In the House of Lords it was proposed to allow the Surveyors' Institution to appoint an umpire, but the Commons refused to agree to the amendment, and it was not pressed. Having regard to what has been said, and to the enormous power given to the referees—powers that are practically without appeal—it will only be prudent to require in all cases the appointment of the umpire by some independent body, especially until the doubtful points of the Act have been interpreted by the Courts, and it is clearly established what the valuers can and cannot do under the Act. The additional expense is very trifling, the additional security in getting a first-class man as umpire above local influence and prejudice enormous. Appointment of umpire.

For form of notice, see Forms.

It will be noticed that either party has an absolute right to have the appointment of the umpire by the Land Commissioners, if he so pleases. The County Court can only appoint in two cases, (1) on failure of the referees to appoint under the previous section, when the County Court has an absolute right; (2) when the parties agree under this section to the County Court appointing. Right of Land Commissioners to appoint.

11. The powers of the County Court under this Act, relative to the appointment of a referee or umpire shall be exercisable by the judge of the court having jurisdiction, whether he is without or within his district, and may, by consent of the parties, be exercised by the registrar of the court. Sect. 11.
Exercise of powers of county court.

This section is a verbatim re-enactment of the 24th section of the Act of 1875. It would be advisable to have the consent to the power being given to the registrar signed by both parties before the registrar makes the appointment (see Forms). Consent for registrar acting.

Under the 1875 Act the procedure was by summons, calling on the party to attend before the judge at some place named within seven days, to proceed with the matter, and that the judge would fix some convenient place for the parties. It would seem there is no appeal from the judge's appointment. The power to appoint a referee is absolute if the party refuses or neglects to appoint, as is the power to appoint an umpire if the referee refuse or neglect to appoint. In any other case than failure to appoint, the County Court jurisdiction is only by consent. Unless by consent the registrar has no jurisdiction, and of course there is no appeal from an appointment by the registrar to the judge, it being a consent order. Procedure.

No appeal.

Sect. 12.
Mode of
submission
to refer-
ence.

12. The delivery to a referee of his appointment shall be deemed a submission to a reference by the party delivering it; and neither party shall have power to revoke a submission, or the appointment of a referee, without the consent of the other.

Delivery of
appointment.

This is a verbatim re-enactment of section 25 of the Act of 1875. It is presumed that if a party deliver to the referee of other side his appointment, that is a submission by such party. Thus, A. appoints X. referee, and B. appoints Y. B. hands both appointments to X. and Y. There is a submission by B., but no submission by A., who would have power to revoke X.'s appointment without consent.

Revoca-
tion.

As neither party, having once submitted, can revoke a submission, care should be taken in delivering the appointment; and if there is any doubt as to whether the reference will go on, it should not be delivered until the last moment. When once delivered the other side can apply to the Court to appoint a referee; if the appointed referees fail to go on for fourteen days. Although the appointment of a referee cannot be revoked except by consent, yet of course there is nothing to prevent the referee agreeing not to act, and thus practically revoking his appointment, and giving the party at the end of seven days a right to appoint a new referee.

Sect. 13.
Power for
referee, &c.
to require
production
of docu-
ments, ad-
minister
oaths, &c.

13. The referee or referees or umpire may call for the production of any sample, or voucher or other document, or other evidence which is in the possession or power of either party, or which either party can produce, and which to the referee or referees or umpire seems necessary for determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.

A verbatim enactment of sect. 26 of the Act of 1875.

It will be noticed that while the referees and umpire have power to call for samples, vouchers and documents, they have

no power to compel production. They can take the evidence of witnesses who attend, but they cannot enforce the attendance of witnesses or issue subpoenas. To obtain the attendance of a witness the only course would seem to be to obtain a judge's order under 3 & 4 Will. 4, c. 42, s. 4; but there may be some doubt if this section applies to arbitrations under a statute, and also if it applies to the production of samples. Indeed the power of the referees over a refractory witness are very doubtful.

Sect. 13.
Power to compel production.

Although not expressed, of course the referees have power, and would in most cases exercise it, of seeing the farm and the improvements.

View.

It may be doubtful if under the section a witness need be sworn, and whether the referees have not the option of taking evidence not on oath; but it would be very dangerous to run the risk, and in all cases the witnesses should be sworn before giving evidence.

Evidence on oath.

14. The referee or referees or umpire may proceed in the absence of either party where the same appears to him or them expedient, after notice given to the parties.

Sect. 14.
Power to proceed in absence.

A verbatim re-enactment of sect. 27 of the 1875 Act.

For form of notice, see Forms.

It would appear that the referees or umpire and not the parties are the proper persons to give the notice. It may be either given personally or left at the last known place of abode of the party, or sent to him there by post in a registered letter. Great care will have to be taken in exercising the power to see that the absent party had due notice, otherwise all proceedings under the reference and the award will be bad. It need hardly be stated that the power of proceeding *ex parte* should only be resorted to when it is impossible to do otherwise, as its exercise is always sure to imperil the award in a greater or less degree.

Who should give notice.

15. The award shall be in writing, signed by the referee or referees or umpire.

Sect. 15.
Form of award.

A verbatim re-enactment of sect. 28 of the Act of 1875. If the award is made by the umpire, of course the signature of the referee is not required. The award will have to go into full details of the matter in respect of which compensation is awarded, and not merely give a lump sum. It must bear the proper stamp according to the sum awarded. If the award is made by the two referees, they should sign it at the same time, and both be present at the signature. It is open to argument if the award was not so executed, if it would be valid.

Contents of award.
Execution.

Sect. 16.
Time for
award of
referee or
referees.

16. A single referee shall make his award ready for delivery within twenty-eight days after his appointment.

Two referees shall make their award ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they from time to time jointly fix by writing under their hands, so that they make their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them.

From what
date time
counted.
Single
referee.

A verbatim re-enactment of sect. 29 of the 1875 Act.

The time would seem to run from the actual date of the appointment, not from the time when such appointment was first notified by the referee. It will be noted that the single referee *must* make his award within the twenty-eight days of his appointment, or it will be invalid, there being no power by the Act to extend the time, and the act being imperative on this point.

Two
referees.

As to the referees, they can extend their term by writing signed by both (see Forms); the time cannot be extended by one even with the other's consent, but they must make the award ready for delivery within forty-nine days from the date of the appointment of the last of them, otherwise it will be invalid, and no consent of the parties or of the referees can extend the time beyond the forty-nine days; if they fail to do it within that time, the matter must go to the umpire, the jurisdiction and power of the referees is then altogether at an end.

No power
to extend
time.

As to delivery of award, see note to sect. 18, *post*.

Sect. 17.
Award in
respect of
compensa-
tion under
sects. 3, 4,
and 5.

17. In any case provided for by sections three, four or five, if compensation is claimed under this Act, such compensation as under any of those sections is to be deemed to be substituted for compensation under this Act, if and so far as the same can, consistently with the terms of the agreement, if any, be ascertained by the referees or the umpire, shall be awarded in respect of any improvements

thereby provided for, and the award shall, when necessary, distinguish such improvements and the amount awarded in respect thereof; and an award given under this section shall be subject to the appeal provided by this Act. Sect. 17.

This section is rather obscurely worded, but the meaning seems to be as the landlord can prescribe the terms on which he will allow the improvements in the first part of the first Schedule to be done (sect. 3), and the terms on which he will allow drainage to be done (sect. 4); and in the case of existing tenancies, where compensation is provided by the agreement (sect. 5), the referee is to award the compensation mentioned in the agreement. But this section gives rise to a difficulty; it says, "if and so far as the same can, consistently with the terms of the agreement, be ascertained." Assume that the referees hold it cannot be so ascertained, can they set the agreement aside and proceed to ascertain the compensation wholly irrespective of the agreement, and as if no such agreement existed? It would seem they can. The section implies that the tenant is to be compensated for the improvements in any case: if the compensation can be ascertained consistently with the terms of the agreement, then, that compensation is to be given; but if it cannot, then the referees are still to award compensation. The whole of the section turns on the meaning to be put on the words "consistently with the terms of the agreement," and what the precise meaning is, only the High Court of Justice can say; but the section would seem to give the referees power to award compensation in any case. If this is the correct interpretation of the section, the power given to the referees is really enormous, for it comes to this:—You can carry out an agreement if you, in your opinion, think you can do it consistently; if you think you cannot, you need not regard it, but proceed as if there was no agreement.

The words "when necessary" must be taken to mean in all cases when any question of compensation under sects. 3, 4 and 5 arises. The referees will have in the award to specify each improvement, the sum awarded, and whether the sum is given under the agreement or without regard to the agreement. An omission of these details would be clearly a good ground of appeal; and it is apprehended that if any of these details appear in the award, or if the award can in any way be brought within the 17th section, either by an express statement of compensation under it or by omission of such statement, there will be a right of appeal, and that even if the sum awarded be under 100*l.* this section gives an absolute right of appeal irrespective of amount, the 100*l.* limit only applying to cases of appeal falling within the 23rd section. The appeal will, of course, be to the County Court, and subject to the same rules as appeals under the 23rd section.

Meaning of section.

Power of referees.

"When necessary."

Contents of award.

Appeal under this section.

Sect. 18.

Reference
to and
award by
umpire.

18. Where two referees are appointed and act, if they fail to make their award ready for delivery within the time aforesaid, then, on the expiration of that time, their authority shall cease, and thereupon the matters referred to them shall stand referred to the umpire.

The umpire shall make his award ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the reference to him, or within such extended time (if any) as the registrar of the county court from time to time appoints, on the application of the umpire or of either party, made before the expiration of the time appointed by or extended under this section.

When
umpire's
powers
begin.

This is a verbatim re-enactment of sect. 30 of the 1875 Act. As has been pointed out, unless the referees makes the award in the forty-nine days from the appointment of the last of them, they have no longer any authority to act, even if they have agreed on the award, and their power cannot be extended beyond that time. The umpire has twenty-eight days from the receipt of notice, not from the date of the notice that the referees have failed to make the award; the notice can be given by either of the parties or by either of the referees. There is no limit of time within which the umpire must make his award, as often as the registrar will extend it so often can he delay it. The extension by the registrar will be made by an order, and it would be well to get the order drawn up. The application will, it is presumed, be by summons, taken out either by the umpire or either party, and notice of the hearing will be given to the other side. The County Court Rules under the Act of 1875 are silent on this subject.

Who gives
notice to
umpire.

Time for
umpire to
make
award.

Hearing by
umpire.

Delivery of
award.

Probably the umpire will sit with the referees and hear the case, so as to avoid the costs of two hearings; but, of course, he will give no opinion till he finds the referees' time has expired. He is, however, by no means bound to sit with the referees, and can if he likes sit alone and hear the case *de novo*. The section only says the umpire is to make his award ready for delivery, he will give notice to the parties within the time that the award is so ready; but, of course, he will not part with it until his charges are paid. Either side can take up the award on paying the charges, and the umpire, it seems, is bound to deliver the award to the party who first applies and

tenders the umpire's fees. If the umpire delivers up the award without getting his charges paid, his only way of enforcing them would be by action against the party who is by the award liable to pay them. These remarks as to payment apply equally to referees. Sect. 18.

19. The award shall not award a sum generally for compensation, but shall, so far as possible, specify— Sect. 19.
Award to
give par-
ticulars.

- (a) The several improvements, acts and things in respect whereof compensation is awarded, and the several matters and things taken into account under the provisions of this Act in reduction or augmentation of such compensation;
- (b) The time at which each improvement, act or thing was executed, done, committed or permitted;
- (c) The sum awarded in respect of each improvement, act, matter, and thing; and
- (d) Where the landlord desires to charge his estate with the amount of compensation found due to the tenant, the time at which, for the purposes of such charge, each improvement, act or thing in respect of which compensation is awarded is to be deemed to be exhausted.

This is a re-enactment, with alterations, of the 32nd section of the Act of 1875. It is general in awards to give a lump sum, and not to go into matters item by item to show how the whole is arrived at; for, as a matter of course, the more detail given the more likelihood there is of an appeal. By this section each improvement for which compensation is awarded must be separately named, and the sum awarded in respect of it given; an award giving half a-dozen improvements, and a sum, say of 100*l.*, would be bad: each improvement must be followed by the exact sum given in respect of it. "Acts and things" must mean some of the twenty-three improvements mentioned in the first schedule; an award in Details to
be given.

Sect. 19.
Matters
taken into
account.

respect of other acts or things would be invalid, as outside the power of the referees. The matters taken into account in reduction of the compensation will be the matters mentioned in sect. 6, and those in augmentation will be the breaches of agreement or covenant by the landlord mentioned in sect. 6.

Dates.

The date of each improvement, in respect of which compensation is awarded, must be stated; it is doubtful if this applies to the dates of the matters in augmentation or reduction of the compensation, but it will be safer in all cases to mention them. The exact sum in respect of each item should be given, including those in reduction or augmentation of the compensation. The last clause will only apply in cases where the landlord requires the referees to insert it, and the award would only be invalid if the landlord, having made the request, the referees refused to act on it. With regard to all the other items, the omission of any of them would make the award invalid. The section assumes that the award will be in the tenant's favour, but it would probably be for the landlord's advantage to require this to be done in every case, as it would form a considerable check on the referee if he awards a large sum, and finds the improvement will be soon exhausted; it furnishes some ground for questioning the accuracy of the award. It does not follow, because the landlord makes the request, that he need charge his estate: all he has to do is to require the referee to find the time, and the referee is bound to do it. In addition to these matters, the award will have to state the particulars required by sect. 17. It will be seen from this, that an award under the Act will be an elaborate document, requiring some care in its preparation, and it will be far safer to have it properly prepared by some competent professional person than for the referee to do it himself; he will be entitled to charge his costs of preparing it in his charges as referee.

When im-
provement
to be
deemed
exhausted.

Particulars
mentioned
in sect. 17.

What may
be included
in the
award.

As has been already pointed out, it is very doubtful if a referee can safely include in an award under the Act anything but what is named in the Act; and it will be far safer not to do so. Of course this increases the costs of the hearings and the awards; but it will be safer to incur this cost than to run the risk of the award being set aside. The provisions of the Act seem to exclude everything from the award except what is provided for by the Act, and it is doubtful if the parties could enlarge the limited jurisdiction the Act confers upon the referees.

Sect. 20.
Costs of
reference.

20. The costs of and attending the reference, including the remuneration of the referee or referees and umpire, where the umpire has been required to act, and including other proper expenses, shall be borne and paid by the parties in

such proportion as to the referee or referees or umpire appears just, regard being had to the reasonableness or unreasonableness of the claim of either party in respect of amount, or otherwise, and to all the circumstances of the case. Sect. 20.

The award may direct the payment of the whole or any part of the costs aforesaid by the one party to the other.

The costs aforesaid shall be subject to taxation by the registrar of the County Court, on the application of either party, but that taxation shall be subject to review by the judge of the County Court.

This clause re-enacts sect. 33 of the Act of 1875 verbatim. It gives the referees and umpire absolute discretion as to the costs, and they can do three things: (1) make no mention or order as to costs in the award, then each party will bear their own; (2) give the successful party the whole of his costs; (3) direct that the costs of proving certain matters be disallowed, or that one side shall bear the expense of some particular item, and this wholly irrespective of which party is wrong; usually costs follow the event, and this will, it is presumed, be the rule generally acted upon; but the referees or umpire have ample power to vary that rule. (For the form of giving costs, see Form of Award, *post*.) The referees or umpire will of course fix their remuneration and expenses, including a fee for drawing the award, at a fixed sum, and will not part with the award until one side or the other pays it. With regard to the referees or umpires' costs, it is apprehended that there is no right to tax them. The party paying, if he gets his costs under the award, will add the sum he has paid for taking up the award, and this will be allowed on taxation. Of course there will be no sum awarded for costs by the referee or umpire, they will merely give costs, leaving the parties to take in their bills to be taxed by the registrar. The costs will, it is presumed, be party and party, there is no power to give solicitor and client costs, still less costs, charges and expenses. Power as to costs.

The judge has only power to say if the registrar has taxed the bill rightly, and whether the allowance or disallowance is right or wrong; he has no power to go into the question of the award of costs, or if the disallowance of certain costs by the referees or umpire is right or wrong. There would seem to be no appeal from the judge's decision over costs. Costs of referee.

As to the taxation of costs, the rule is, that if the subject- What costs allowed.

Power of judge.

Sect. 20.
Lower
Scale.

matter does not exceed 100%, the costs are taxed on the lower scale, unless the judge otherwise orders.

Sect. 21.
Day for
payment.

21. The award shall fix a day, not sooner than one month after the delivery of the award, for the payment of money awarded for compensation, costs or otherwise.

Enforcing
payment.

This is the 34th section of the Act of 1875 re-enacted verbatim. A difficulty will exist in working this out if the umpire or referees fix say a month for the payment of the compensation and costs, and the costs are not taxed in that time. Can the person in whose favour the award is made proceed at once to recover the compensation? It is presumed he can, and need not wait for the taxed costs. If this is right, then clearly proceedings to review a taxation will not prevent proceedings to recover compensation. Whether an appeal from an award to a county court judge, *ipso facto*, operates as a stay of proceedings, is most doubtful, and it is by no means clear that the judge can even stay proceedings on the award pending the appeal. After the time fixed in the award for payment, the person entitled under the award can, it is assumed, apply at once for payment, and take proceedings to enforce it if it is delayed.

Stay of
proceed-
ings.

The clause rather contemplates that there might be a case where the referees or umpire awarded a fixed sum for costs. For the mode of enforcing payment after the time named in the award has expired, see sect. 24.

Effect on
landlord.

The section may cause considerable embarrassment to a landlord. If the award is in his favour he can do nothing for six weeks. The award gives a month, sect. 24 gives fourteen days before proceedings can be taken. If the tenant becomes bankrupt within six weeks the landlord will only be able to prove with the other creditors. For the power given to a tenant, see sect. 31.

Sect. 22.
Submission
not to be
removable,
&c.

22. A submission or award shall not be made a rule of any Court, or be removable by any process into any Court, and an award shall not be questioned otherwise than as provided by this Act.

A verbatim re-enactment of sect. 35 of the 1875 Act.

It is very often the practice to make a submission to arbitration or an award a rule of Court in order to obtain greater facilities for enforcing it; either party can do this *ex parte*. This clause prohibits this being done in awards under this Act,

but it can still be done in awards under leases and the custom of the country. Sect. 22.

The words "removable by any process" point to a writ of certiorari, which is the usual way of getting rid of an irregular award.

The way provided by the Act to question an award is an appeal to the County Court judge, as provided for by the next section.

It would seem that although a certiorari will not lie to quash an award, yet that this merely applies to the award itself, not to the arbitration. It is submitted that the whole proceedings could be attacked in the High Court, either for irregularity, because the appointment of referees or umpire was invalid, or that they had exceeded their authority, or that they had acted illegally or corruptly, or that they were interested in the subject-matter, and that a certiorari will lie to bring up the proceedings, and to set them aside on one or other of these grounds, or an injunction could be obtained to restrain the referees or umpire proceeding further in the matter. How far
certiorari
applicable.

23. Where the sum claimed for compensation exceeds one hundred pounds, either party may, within seven days after delivery of the award, appeal against it to the judge of the County Court on all or any of the following grounds: Sect. 23.
Appeal to
County
Court.

1. That the award is invalid;
2. That the award proceeds wholly or in part upon an improper application of or upon the omission properly to apply the special provisions of sections three, four or five of this Act;
3. That compensation has been awarded for improvements, acts, or things, breaches of covenants or agreements, or for committing or permitting waste, in respect of which the party claiming was not entitled to compensation;
4. That compensation has not been awarded for improvements, acts or things, breaches of covenants or agreements, or for committing

Sect. 23.
Appeal.

or permitting waste, in respect of which the party claiming was entitled to compensation ;

and the judge shall hear and determine the appeal, and may, in his discretion, remit the case to be reheard as to the whole or any part thereof by the referee or referees or umpire, with such directions as he may think fit.

If no appeal is so brought, the award shall be final.

The decision of the judge of the County Court on appeal shall be final, save that the judge shall, at the request of either party, state a special case on a question of law for the judgment of the High Court of Justice, and the decision of the High Court on the case, and respecting costs and any other matter connected therewith, shall be final, and the judge of the County Court shall act thereon.

Amount
for appeal.

Time for
appeal.

Remitting
for re-
arg.

This is mainly a re-enactment of sect. 36 of the 1875 Act. The sum for which an appeal can be brought is raised from 50*l.* to 100*l.* The effect will be that in almost all the small cases, and in nearly all the market garden cases, there will be no appeal from the umpire or the referees under this section, and no appeal at all unless sect. 17 applies. A difficulty may arise by limiting the time for appeal to seven days from the delivery of the award: If a party taking up an award finds it in his favour and does not communicate it to the other side until after the seven days, is the right to appeal gone? It seems very doubtful if it is not. This time was further shortened by the County Court Orders, 1875, which prescribed that the appellant was, within four days from the delivery of the award, to file a copy of the award with a concise statement in writing of the grounds of appeal. It will be seen that an appeal lies on questions of fact as well as of law, and the appeal will in fact be a rehearing before the County Court judge, and it is presumed that each side will go into evidence again, and be at liberty to call fresh evidence. Of course the County Court has the power that the referees had not, of compelling the attendance of witnesses and production of documents.

The question as to remitting the case for re-hearing by the judge is purely discretionary. Neither party has a right to

have it remitted. It is presumed that the judge can remit the case to be heard by the umpire, even if the appeal is from an award by the referees, if he should think fit. The rules as to trial with assessors would apply to the hearing of any appeal under the Act, in fact the hearing of the appeal will be an ordinary County Court trial.

Sect. 23.

Hearing of appeal.

Either party has a right to have a question of law stated, and the judge has no discretion to refuse to state such a case, and if he did the High Court could compel such a case to be stated. Of course it is only on a question of law, the judge's decision on all questions of fact is final.

Case stated.

The ordinary County Court rules as to stating a special case for the decision of the High Court would apply to a case stated under the Act.

An appeal would lie from the award of the referee or umpire, who had heard a remitted case, in the same way as if it was an original decision of theirs.

Appeal from remitted case.

On the hearing of the appeal it would seem that either of the referees or umpire might be called as witnesses.

Witnesses.

24. Where any money agreed or awarded or ordered on appeal to be paid for compensation, costs, or otherwise, is not paid within fourteen days after the time when it is agreed or awarded or ordered to be paid, it shall be recoverable, upon order made by the judge of the County Court, as money ordered by a County Court under its ordinary jurisdiction to be paid is recoverable.

Sect. 24.

Recovery of compensation.

This section is a verbatim re-enactment of sect. 37 of the Act of 1875. It gives a summary way of enforcing payment of the sum found due under an agreement to pay compensation under an award, or an order of the County Court. If the sum is not paid in fourteen days from the time fixed, the judge can make an order for its payment, and it then becomes a judgment debt, enforceable like any other judgment debt. Execution can at once be issued. It is presumed that such an order would not be made without notice to the person who is to pay it, and that the party seeking to enforce the order would have to make an affidavit proving the money was due; and that some proceeding like that under Ord. XIV. of the High Court Rules would be required, otherwise it would be a safe rule never to agree to pay compensation, for while the person against whom compensation is awarded can question the order directing him to pay, the party who agrees to pay compensation is conclusively bound by the agreement, and can never question the propriety of the payment. It should be observed

Order for payment.

Agreement to pay.

Sect. 24.

that the County Court Rules of 1875 were wholly silent on this point.

Stay of proceedings.

Although it would seem there is no power to stay proceedings for payment of money under an award, yet it is presumed the County Court judge, on an application under this section, if an appeal was actually pending, would decline, if there was any risk of the money not being forthcoming should the appeal be determined in appellant's favour, to order the money to be paid, but would direct its payment either into Court, or otherwise provide for its security.

Sect. 25.

Appointment of guardian.

25. Where a landlord or tenant is an infant without a guardian, or is of unsound mind, not so found by inquisition, the County Court, on the application of any person interested, may appoint a guardian of the infant or person of unsound mind for the purposes of this Act, and may change the guardian if and as occasion requires.

Who is an infant without a guardian?

This is a re-enactment of sect. 38 of the 1875 Act. Here, again, no rules have been laid down to regulate the procedure, and it is, to say the least, very doubtful what are the proper steps to take. A County Court has no ordinary jurisdiction over the matter. An infant without a guardian is a very vague term. Is an infant who has a testamentary guardian an infant without a guardian for the purposes of the Act? Does this section simply give power to appoint a guardian *ad litem*? But it may very well be argued that the section is general, and that the County Court has power to appoint a person to act for the infant in all matters relating to the Act, such as giving and signing notices. If this is so, the question will arise under what circumstances will the County Court exercise the power? and does a guardian appointed by the Chancery Division, before he can act under this Act, require to be appointed by the County Court? As to the person of unsound mind not so found, the Court will, of course, require evidence of the fact of the state of mind before appointing a guardian.

Extent of notice.

Who may apply?

The next question is, who may apply to appoint a guardian? The Act says any one interested. A tenant is interested. Can a tenant apply to appoint a guardian to his landlord? Does the word interested mean interested under the Act or generally interested? Would a person in remainder, after the death of the infant, be a person interested? and what interest is required? Is any, however small, sufficient?

Duration of appointment.

Again, how long does the appointment last? until the infant is of age or until the person of unsound mind dies? or is it limited to the particular business pending when the appointment was made? It is most necessary that all these points

should be cleared up by some authoritative rules, yet none of those promulgated in 1875 even alluded to the question. By far the most important question is, Can an infant's guardian take any steps under the Act without previously being appointed by the County Court? The definition of landlord given by sect. 61 may probably lessen the operation of this section.

Sect. 25.

26. Where the appointment of a person to act as the next friend of a married woman is required for the purposes of this Act, the County Court may make such appointment, and may remove or change that next friend if and as occasion requires.

Provisions respecting married women.

A woman married before the commencement of the Married Women's Property Act, 1882, entitled for her separate use to land, her title to which accrued before such commencement as aforesaid, and not restrained from anticipation, shall, for the purposes of this Act, be in respect of land as if she was unmarried.

45 & 46
Vict. c. 75.

Where any other woman married before the commencement of the Married Women's Property Act, 1882, is desirous of doing any act under this Act in respect of land, her title to which accrued before such commencement as aforesaid, her husband's concurrence shall be requisite, and she shall be examined apart from him by the County Court, or by the judge of the County Court for the place where she for the time being is, touching her knowledge of the nature and effect of the intended act, and it shall be ascertained that she is acting freely and voluntarily.

The 7th rule of the Vth order of the County Court Orders, 1875, provides that married women may sue as plaintiffs by their next friend, and may sue and defend without their husbands and without a next friend, on giving such security (if any) for costs as the registrar may require. A next friend would only be required if a married woman, married before January 1st, 1883,

County Court rule as to married women.

Sect. 26.
Next
friend.

was appellant in any appeal, and then the registrar would seem to have power to dispense with a next friend. The only object of a next friend is to get some security for costs, and if the married woman had any property of her own the next friend might be dispensed with. It will be only in the case of women married before January 1st, 1883, and not entitled to their separate use, that the next friend will be required. In such cases the husband would be a party to any appeal.

Separate
covenant.

The separate examination will probably only relate as to when any compensation is to be paid, or as to a charge of the land for payment of such compensation. Any county court judge before whom the married woman appears can take the separate examination without reference to the whereabouts of the property. It need not be done in Court; an examination by a commissioner would be invalid.

Sect. 27.
Costs in
County
Court.

27. The costs of proceedings in the County Court under this Act shall be in the discretion of the Court.

The Lord Chancellor may from time to time prescribe a scale of costs for those proceedings, and of costs to be taxed by the registrar of the Court.

This is a verbatim re-enactment of sect. 40 of the 1875 Act. Notwithstanding the provision that costs are in the discretion of the Court, as the 38th Order of the County Courts Orders, 1875, provided that the then rules of procedure contained in the County Courts Orders, 1875, should apply to proceedings under the Agricultural Holdings Act, 1875, the ordinary County Court rules as to costs apply to such proceedings; and it is presumed will apply to proceedings under this Act.

Sect. 28.
Service of
notice, &c.

28. Any notice, request, demand, or other instrument under this Act may be served on the person to whom it is to be given, either personally or by leaving it for him at his last known place of abode in England, or by sending it through the post in a registered letter addressed to him there; and if so sent by post it shall be deemed to have been served at the time when the letter containing it would be delivered in ordinary course; and in order to prove service by letter it shall be sufficient

to prove that the letter was properly addressed and posted, and that it contained the notice, request, demand or other instrument to be served. Sect. 28.

This is taken verbatim from sect. 41 of the 1875 Act. It provides three ways of service:—

- (1) Personal service anywhere.
 - (2) Leaving notice at last known place of abode in England.
 - (3) Sending by registered letter to last known place of abode in England.
- Modes of service.

As the times limited by the Act are very short in various cases, and as it is questionable if the landlord can, under this Act, delegate his power to his agent, as he could under the 1875 Act, great injustice may be done by the last two modes of service. A landlord is abroad, a letter sent to his house, no answer for seven days, the whole of the proceedings can legally be taken in his absence. Absence of landlord.

If there are any legal proceedings being taken under the Acts, it is apprehended that service on the solicitor is good service, as the section does not profess to be exhaustive, and it is also presumed that the County Court could order substituted service. It would seem very doubtful if service on the agent, or on the solicitor, if no proceedings are pending, is good service on either landlord or tenant. Service on solicitor.

Care will have to be taken that notices are duly served, for if either party could prove that they had no knowledge of the notice, and no reasonable means of obtaining such knowledge, the proceedings taken in default of notice would in all probability be set aside. This section applies not only to notices as to procedure, but notices to execute improvements, notices to quit, in fact to all notices mentioned in the Act. All notices should be in duplicate, so that, if necessary, the service of a copy of the notice may be duly proved. Proof of the service of a notice would not be sufficient to make *ex parte* proceedings valid, the actual notice would have to be proved. Service of notice.

Charge of Tenant's Compensation.

29. A landlord, on paying to the tenant the amount due to him in respect of compensation under this Act, or in respect of compensation authorized by this Act to be substituted for compensation under this Act, or on expending such amount as may be necessary to execute an improvement under the second part of the first schedule hereto, after notice given by the tenant of his Sect. 29.
Power for landlord on paying compensation to obtain charge.

Sect. 29. intention to execute such improvement in accordance with this Act, shall be entitled to obtain from the County Court a charge on the holding or any part thereof to the amount of the sum so paid or expended.

The Court shall, on proof of the payment or expenditure, and on being satisfied of the observance in good faith by the parties of the conditions imposed by this Act, make an order charging the holding or any part thereof with repayment of the amount paid or expended, with such interest, and by such instalments, and with such directions for giving effect to the charge, as the Court thinks fit.

But, where the landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall be made payable after the time when the improvement in respect whereof compensation is paid will, where an award has been made, be taken to have been exhausted according to the declaration of the award, and in any other case after the time when any such improvement will in the opinion of the Court, after hearing such evidence (if any) as it thinks expedient, have become exhausted.

The instalments and interest shall be charged in favour of the landlord, his executors, administrators, and assigns.

The estate or interest of any landlord holding for an estate or interest determinable or liable to forfeiture by reason of his creating or suffering any charge thereon shall not be determined or forfeited by reason of his obtaining a charge

under this Act, anything in any deed, will, or other instrument to the contrary thereof notwithstanding. Sect. 29.

Capital money arising under the Settled Land Act, 1882, may be applied in payment of any monies expended and costs incurred by a landlord under or in pursuance of this Act in or about the execution of any improvement mentioned in the first or second parts of the schedule hereto, as for an improvement authorized by the said Settled Land Act; and such money may also be applied in discharge of any charge created on a holding under or in pursuance of this Act in respect of any such improvement as aforesaid, as in discharge of an incumbrance authorized by the said Settled Land Act to be discharged out of such capital money. 45 & 46
Vict. c. 38.

The clauses as to the charges for compensation form, perhaps, the most important part of the whole Act, as they furnish the machinery for permanently charging the holding, and give, perhaps, greater powers than any that have hitherto existed to a tenant for life to encumber the freehold.

The clauses are mainly a re-enactment of clauses 42, 43, and 44 of the 1875 Act, but they go very much further than those clauses. The 1875 Act left the Court a discretion, "shall have power"; the present Act makes it imperative, "shall." So that it would seem, if it is proved to the Court that the landlord has paid the money to the outgoing tenant, and the conditions imposed by the Act have been observed, that then the Court is bound *ex debito justitiæ* to make the order. Discretion
of Court.

The first thing to note is that there is no power to charge the holding for compensation payable under custom. The charge must be for compensation either due under the Act or substituted for that due under the Act, and this must be proved before the Court has any jurisdiction to make a charge; but, if this is done, the Court must make the charge: the only discretion is as to the mode of payment. Only com-
pensation
under Act
can be
charged.

The charge will be upon the holding, so that the landlord need not make himself personally liable for its repayment. The Court has absolute discretion as to the amount of interest to be paid, and the time and number of the instalments. Probably they will be fixed in the same way as the repayment of money lent for drainage by the Land Commissioners is now fixed, that is, a fixed number of half-yearly payments, which include Mode of
payment.

Sect. 29.

interest and instalments of principal, so that in a certain number of years (twenty or twenty-five) the whole is paid off.

Receiver.

Under the power to give directions for giving effect to the charge, the Court will be able to appoint a receiver of the income of the holding. Of course the rules of the Chancery Division of the High Court of Justice as to the receiver giving security will apply, and also to his passing his accounts and paying his balance; and query, will the receiver be the landlord?

Powers of mortgagee.

44 & 45

Vict. c. 41.

A somewhat nice question will arise, whether the mortgagee will have the powers conferred on mortgagees by the Conveyancing and Law of Property Act, 1881. Sect. 19 of that Act gives a mortgagee by deed a power of sale, a right to insure, a power to appoint a receiver, and, if in possession, to cut timber. It is apprehended that this will turn on whether the order charging the holding is a deed or not, as the powers only apply if the mortgage is made by deed. It is submitted that it is not, and that in this case no deed is required, the order of the Court forming the security. However, as the operation of the Conveyancing and Law of Property Act can be excluded by notice (sect. 19, sub-sect. 2), the Court should, on making the order for the charge, insert words in the order as to whether the powers given by the Conveyancing Act are or are not to apply to each case.

Difference if landlord's interest is freehold or leasehold.

A distinction is drawn by the Act between the interest of the landlord being freehold or leasehold. If leasehold, then the charge cannot extend beyond the landlord's interest, at least this would appear to be the meaning of clause 30, which speaks of where the landlord is a tenant of the holding. Tenant, it is apprehended, is to be taken in its popular not its legal sense, having regard to the definition that tenant means "the holder of land under the landlord." So that the landlord, if a leaseholder, could not affect the reversioner; if a freeholder, he can affect the reversioner and all who come after him. A case that illustrates this distinction may be pointed out. An estate *pur autre vie* can be limited either to a man, "his heirs and assigns," or to a man, his executors, administrators and assigns, the estate in each case being the same. If a landlord tenant *pur autre vie*, whose estate is limited to him and his heirs during A.'s life, gets a charge, it binds the reversioner after that estate; but if a landlord, tenant *pur autre vie*, whose estate is limited to his executors, administrators and assigns during A.'s life, gets a charge, it can only last as long as the estate, that is, during A.'s life.

Procedure on application.

The Act gives no power to make rules and orders on this point, and there is no provision under it as to who are to appear before the Court. On an application for a charge on the holding, as the Act stands, the charge could be made on the *ex parte* application of the tenant for life; but it is submitted that the Court would follow the rules of the Chancery Division of the High Court, and not make any such order except in the presence of some person who would represent the inheritance, for the reversioner has certainly a right to be heard upon the directions the Court might give for giving effect to the charge,

directions that might easily have a very serious effect upon his estate. Sect. 29.

No provision is made for any register of charges being kept. It is suggested that the provisions of the Lands Improvement Act, 1864, might be applied with advantage, or at least that the charge might be considered as a county court judgment, and a register of all such charges kept at the Registry of County Court Judgments. As the charge binds the land, it is essential for purchasers to be able to search and ascertain if such charge exist. Register of charges.

If no award is made, or if the landlord has not required the referee to find in the award the time at which the improvement is exhausted, the County Court has to find the time at which the improvement will become exhausted. Of course on this the Court will have to go into evidence, and some very nice points may arise. Duration of charge.

In case a landlord comes to the Court for a second or subsequent charge before the first is paid off, there seems to be no provision as to how this is to be dealt with. It is easy to suppose a case where a good deal has been done to a farm, and a charge of, say, 2,000*l.* obtained, repayable in twenty-five years. The new tenant, without the landlord's sanction, or even knowledge, lays out considerable sums in feeding stuffs and artificial manures, and leaves. He receives 500*l.* for compensation, this is charged on the holding; the next tenant lays out something more, and application is made to charge this on the holding, so that, with the costs, the charges amount to the rent, or more than the rent. What is the duty of the Court? the Court seems to have no option but to grant the charge; but it is apprehended the terms on which it was made payable would be very small, while the other charges lasted, so as to keep the instalments within the rental. Second and subsequent charges.

The effect of the provision as to non-forfeiture by creating the charge, will be that a landlord and tenant by agreeing to execute a series of improvements, and settling the terms of compensation, will be able to defeat the settlor's intention. If the settlor intended an unincumbered estate to go to those in remainder, and the tenant for life to do the improvements out of the income, the tenant for life will not be bound to lay out any of his own money; the tenancy may not come to an end in his lifetime, and his son will be saddled with incumbrances that may, or may not, add to the permanent value of the property, to an amount that may take the greater part or the whole of the rental. It would have been far more just and equitable if the tenant for life had been obliged to obtain the sanction of the County Court to his consent to permanent improvements before he could charge the inheritance, not merely that he could sanction what he pleased, and then come to the Court and claim as a right that the inheritance should be charged with the costs of the improvements. Effect on reversion.

The last proviso authorizes money arising from the sale of land, which should be laid out in the purchase of other land, to be laid out in paying for improvements in parts 1 and 2 of the

Sect. 29.
Proviso for
money
arising
from sale
of land.

schedule. Any application for this will have to be made not to the County Court, but to the Chancery Division; and probably the Court would require very strict proof of the permanent advantages to the property arising from the improvements before it allowed the capital monies to be applied in discharging liabilities created by the tenant for life. Until a landlord beneficially entitled has actually paid the tenant the money, he cannot get a charge; it is otherwise in case of a trustee. See sect. 31.

Incidence
of charge.

30. The sum charged by the order of a County Court under this Act shall be a charge on the holding, or the part thereof charged, for the landlord's interest therein, and for all interests therein subsequent to that of the landlord; but so that the charge shall not extend beyond the interest of the landlord, his executors, administrators and assigns, in the tenancy where the landlord is himself a tenant of the holding.

Extent of
charge by
tenant for
life.

The section re-enacts sect. 44 of the Act of 1875. It provides that the charge made by the tenant for life with the sanction of the County Court, if the tenant for life is a freeholder, shall bind the reversion. But if the landlord is not a freeholder the charge does not extend beyond his interest, whatever that may be. Thus a landlord to whom an estate was limited to his heirs, executors and administrators for 99 years, if he should so long live, could not charge his estate beyond his life, while a landlord who was simply a tenant for life could bind all that come after him.

Provision
in case of
trustee.

31. Where the landlord is a person entitled to receive the rents and profits of any holding as trustee, or in any character otherwise than for his own benefit, the amount due from such landlord in respect of compensation under this Act, or in respect of compensation authorized by this Act to be substituted for compensation under this Act, shall be charged and recovered as follows and not otherwise; (that is to say,)

(1) The amount so due shall not be recoverable personally against such landlord, nor shall

he be under any liability to pay such amount, Sect. 31.
but the same shall be a charge on and recoverable against the holding only.

- (2) Such landlord shall, either before or after having paid to the tenant the amount due to him, be entitled to obtain from the County Court a charge on the holding to the amount of the sum required to be paid or which has been paid, as the case may be, to the tenant.
- (3) If such landlord neglect or fail within one month after the tenant has quitted his holding to pay to the tenant the amount due to him, then after the expiration of such one month the tenant shall be entitled to obtain from the County Court in favour of himself, his executors, administrators and assigns, a charge on the holding to the amount of the sum due to him, and of all costs properly incurred by him in obtaining the charge or in raising the amount due thereunder.
- (4) The Court shall on proof of the tenant's title to have a charge made in his favour make an order charging the holding with payment of the amount of the charge, including costs, in like manner and form as in case of a charge which a landlord is entitled to obtain.

This section is designed to meet the case of persons who are not the beneficial owners of land, and it enables such persons with the aid of the County Court to charge the land to any extent for improvements without incurring any personal liability whatever. The Act distinctly provides that in their case the only way of obtaining payment is the way mentioned in this section. It would seem there is in such a case no one personally liable to pay, and, as most of the land in the country is vested in trustees, the charge for compensation will not generally be a charge that creates any personal liability. The

Effect of section.

Sect. 31.
Charge not
a personal
one.

In whose
favour is
charge to
be made?

Powers of
tenant.

Setting
aside
charge.

result will be that if the holding was sold and did not realize the amount charged, the owners, however rich they might be, would not be liable to pay a penny. The trustee, as soon as he knows what he has to pay, can get a charge from the County Court on the holding for the amount. The Act is silent as to the person in whose favour the charge is to be made, whether in favour of the trustee or the person who advances the money. It also is silent as to the evidence that is to be required before the County Court makes such a charge, and in this case the judge seems to have no discretion or power to go into the matter, he must grant the charge; and it does not say, although it must be implied, that the trustees would have power to assign the charge. It does not state, as in the case of the beneficial landlord, that the charge is to be made payable to the landlord, his executors, administrators and assigns.

If the landlord does not pay the tenant for a month after he has quitted his holding, the tenant can get a charge himself for the compensation and costs of obtaining and raising the charge. This it appears the tenant can do *ex parte*, without notice to anyone, and even while an appeal is going on, and the judge seems to have no option to refuse to grant it. It will be noticed that this clause is in direct conflict with clauses 21 and 24. 21 says the award is to fix a day not less than one month after delivery for payment; and clause 24 says that the County Court cannot order payment until a fortnight after the time fixed by the award; but this clause gives the tenant the right within one month from leaving the holding to apply for a charge for the sum due to him. If the tenant proves his title he will be able, as soon as the award is delivered, to get a charge and his costs. The charge may be for repayment by instalments, or as the Court thinks fit; and if the charge is held to be a mortgage the tenant will be able at once to enforce the provisions of the Conveyancing Act against the landlord.

There seems to be no provision for setting aside a charge, even if improperly obtained, or of compelling a tenant to be paid off; as there is no mortgagor, the provisions of a mortgage will hardly apply, and the precise position of a hostile tenant, who obtains a charge on his landlord's estate, is one that the High Court alone can determine; at least it may be said he will be able to put his landlord to considerable cost, as the rule of a mortgagee getting his costs may be applied, and he certainly can cause much annoyance.

Money laid out in drainage by trustees could not be charged on the land under this section.

Sect. 32.
Advance
made by a
company.

32. Any company now or hereafter incorporated by parliament, and having power to advance money for the improvement of land, may take an assignment of any charge made by a

County Court under the provisions of this Act, Sect. 32.
 upon such terms and conditions as may be agreed
 upon between such company and the person en-
 titled to such charge; and such company may
 assign any charge so acquired by them to any
 person or persons whomsoever.

This clause is the 43rd clause of the Act of 1875 re-enacted verbatim.

The landlord who pays the compensation, or the tenant who is unpaid, first gets an order from the County Court, charging the sum in respect of which the compensation was paid with its repayment. Such charge is made in favour of the landlord, his executors, administrators, and assigns. Land companies by their Acts are usually only empowered to advance the money before the improvement has been made for making it, and would have no power to advance monies to pay for past improvements. This power is given by the section, and the land companies are now in this particular case empowered to do this. There may be some difference in the position of a land company who had advanced the money to execute improvements, and a land company who had been assignees of a landlord's charge; in the first place, the land company would have a first charge upon the property in priority to everything. If they take an assignment, they of course only stand in the landlord's shoes, and if other charges have priority to his, they will also have priority over the land company. Of course the landlord and company can make an agreement as to the position in which the company are to stand and the terms on which they advance the money; but the landlord cannot by any bargain with the company alter the existing order of the priorities of his incumbrances. As a rule the land companies do not assign their charges, but this section provides that they may; in fact, it makes the charges just as negotiable as any ordinary mortgage.

Procedure under section.

Assign-
ment to
land com-
pany.
Priorities.

In the first edition of this book a doubt was expressed if the landlord could assign the charges to any one he pleased or only to a company, but that doubt seems untenable; and it is submitted that the landlord can assign to whom he please, that the clause is only to give power to land companies to advance monies for past improvements, and invest their monies on mortgage.

Notice to Quit.

33. Where a half-year's notice, expiring with Sect. 33.
 a year of tenancy is by law necessary and sufficient Time of
 for determination of a tenancy from year to year, notice to
quit.

Sect. 33. in the case of any such tenancy under a contract of tenancy made either before or after the commencement of this Act, a year's notice so expiring shall by virtue of this Act be necessary and sufficient for the same, unless the landlord and tenant of the holding, by writing under their hands, agree that this section shall not apply, in which case a half year's notice shall continue to be sufficient; but nothing in this section shall extend to a case where the tenant is adjudged bankrupt, or has filed a petition for a composition or arrangement with his creditors.

Act of 1875. The 51st section of the Agricultural Holdings Act, 1875, provides that where half a year's notice expiring with a year of tenancy is by law necessary and sufficient for the determination of a tenancy from year to year, a year's notice so expiring shall by virtue of the Act be necessary and sufficient for the same.

Effect of Act. By that section, therefore, a tenant from year to year who entered at Michaelmas must, before his tenancy could be determined, have notice at the Michaelmas before the date he had to quit, instead of the Lady-day before. A. enters at Michaelmas, 1875, as a yearly tenant, he cannot be turned out till Michaelmas, 1877; for before the Act six months' notice from Lady-day, 1876, would have been enough to determine the tenancy at Michaelmas, 1876; but by the Act a year's notice expiring with the year of tenancy is required, and that cannot be given till Michaelmas, 1876.

Extent of present section. So far all was clear. Landlords had to make up their minds before a quarter-day; for if they intended to get rid of a tenant, and let the quarter-day pass, they had practically two years to wait before they could get rid of him. But this present section gave rise to a very difficult question, namely, Was twelve months' notice necessary only in cases of those holdings which are agricultural holdings, or is it necessary in all tenancies from year to year which come under the operation of the Act; does a cottager who sells a basket of vegetables require twelve months' notice, expiring with a year of tenancy? If the latter, it will have a very startling operation, for it will apply to all houses and cottages with gardens if the produce is sold, and to all gardens, and a host of other small tenancies.

When the first edition of this book was published, the doubt as to the operation of the 51st section of the Act of 1875,

whether it applied to all tenancies or only to agricultural tenancies? gave rise to some comment, and the Ecclesiastical commissioners took the opinion of the law officers (Sir R. Baggalay and Sir J. Holker) and Mr. C. Bowen upon the point, whether lands subject to *less* than six months' notice were outside the Act, and they were advised that in their opinion they were, but that it would be better to give notice in such cases that the Act should not take effect. It will be noticed that the wording of this section differs from that of the 51st section of the 1875 Act. In February, 1878, the construction of this section came before Mr. Baron Pollock in *Hewitt v. Harris* (a). There Hewitt, a receiver appointed by the Chancery Division, let lands to Harris by an agreement dated the 11th of July, 1863, for the term of a whole year, and so on from year to year as long as the parties should agree, and until the tenancy was determined by six months' notice in writing by either party. Six months' notice in writing was given by Hewitt, and the question was, did this notice determine the tenancy, or did this section make twelve months necessary? It was contended for Hewitt that an agreement in writing was not within the Act. If it was, the section would only have applied to such agreements as provided that a half-year's notice was necessary, not to such as provided that three or nine months were required; that the section only applied to cases where the six months was necessary by law, and here it was not by law, but by the agreement. It was held, that having regard to the 56th and 57th sections, the Act applied to all contracts of tenancy unless expressly excluded, but here there was an express agreement in writing between the landlord and tenant as to notice.

The point arose again in the case of *Wilkinson v. Calvert* (b). There by deed dated 29th February, 1868, certain premises were demised for a year, and so on from year to year, determinable at the end of the first or any subsequent year on six months' notice by either party. Six months' notice was given. The tenant refused to give up. Plaintiff brought ejectment. The defendant demurred. Coleridge, C. J., held that where there is no express stipulation as to entry the Act applied and twelve months' notice was required; but as sect. 54 said the Act should not interfere with any agreement between landlord and tenant, and that, as the parties had agreed that six months' notice should determine the tenancy, the Act did not apply, it only applying to those cases where no agreement existed. To meet this case the section provides that a year's notice shall be required unless the parties agree by writing under their hands that the section shall not apply. A question will arise on this: Need the writing be an express declaration that this section does not apply, or will it be sufficient that the writing state that six months' notice will be sufficient to terminate the tenancy, and thus impliedly agree by writing that the section

Sect. 33.

Applica-
tion of
section.Does it
apply to all
tenancies?What is a
sufficient
notice?*Hewitt v.
Harris.**Wilkinson
v. Calvert.*Change
made by
the present
section.Is express
declaration
required?

(a) Not reported.

(b) L. R., 3 C. P. Div. 360; 47 L. J., C. P. 679; 38 L. T. 813; 26 W. R. 829.

Sect. 33.
Section
retrospec-
tive.

Express
declaration
desirable.

Monthly
tenancies.

Applica-
tion to
existing
tenancies.

Bank-
ruptcy.

Sect. 34.
Tenant's
property in
fixtures,
machin-
ery, &c.

shall not apply? It would seem that the Act contemplates an express agreement to exclude the year's notice. The section is made retrospective and applies to all tenancies whether created before or after the commencement of the Act. It is therefore imperatively necessary on all those persons who want to keep their land on short notices to quit to agree in writing with the tenants that the term of notice, whatever it may be, will still suffice. The Act speaks only of half-a-year's notice, but it would be desirable to obtain such an agreement in all cases where there is a tenancy from year to year and any less term than a year is provided as the proper notice to quit. Having regard to the great extension of the Act to market-gardens and to the great difficulty of saying what in law is a market-garden—does the fact of selling produce make it a market-garden?—it is most important that the term of notice should in all cases be clearly defined. The case of *Morgan v. Davies* (a) should be noted in reference to this section, where it was held that six months' notice is not a half-year's notice.

Another question arises—Does the section apply to monthly or quarterly tenancies? It is apprehended it does not, because in those cases a half-year's notice is not by law necessary or sufficient for the determination of the tenancy, and they will remain unaffected.

It has been suggested that unless notice is given before the 29th September, 1883, in cases where tenants now hold by deed providing that six months' notice is sufficient to determine the tenancy, they cannot be got rid of until the 29th September, 1885. This seems a misapprehension. *Wilkinson v. Calvert* (b) has settled, that if a deed provides that six months' notice shall be necessary to determine a tenancy six months' notice is sufficient, and the 1875 Act does not apply. Now the 1875 Act remains the law until the 1st January, 1884, and until then, assuming an express agreement is required by the section that it shall not apply, six months' notice will be enough; so that if anyone wants to determine a tenancy under a deed that provides six months' notice shall be sufficient at Michaelmas, 1884, if before December 31st, 1883, that is, before the Act comes into operation, he gives his notice, it will be valid, and the tenancy will be legally determined on the 29th September, 1884. Another course is open, namely, for the landlord and tenant to sign an express agreement, excluding the operation of the section, and allowing matters to go on as at present.

The provision as to bankruptcy is to meet the case of the right of the trustee in bankruptcy to disclaim without giving any fixed notice.

Fixtures.

34. Where after the commencement of this Act a tenant affixes to his holding any engine, machinery, fencing, or other fixture, or erects any

(a) L. R., 3 C. P. Div. 260; 26 W. R. 816.

(b) L. R., 3 C. P. Div. 360.

building for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, then such fixture or building shall be the property of and be removable by the tenant before or within a reasonable time after the termination of the tenancy :

Sect. 34.

Provided as follows :—

1. Before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the landlord in respect to the holding :
2. In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding :
3. Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the holding by the removal :
4. The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of the intention of the tenant to remove it :
5. At any time before the expiration of the notice of removal the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of removal, and any fixture or building thus elected to be purchased shall be left by

Sect. 34.

the tenant, and shall become the property of the landlord, who shall pay the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by a reference under this Act, as in case of compensation (but without appeal).

This section is a substantial re-enactment of the 53rd section of the 1875 Act. It is, however, extended to fencing and buildings, which were not included in that Act.

Fixtures.

Fixtures will, of course, only mean something *ejusdem generis* with engines, machinery or fencing, not all fixtures of any kind. The Act of 1875 was an extension of the 14 & 15 Vict. c. 25, s. 3, which gave the tenant the right to move fixtures if put up with the landlord's leave. The 1875 Act gave him the right to remove engines and machinery, whether erected with the landlord's leave or not, and the section extends the right to fencing and buildings. As these fixtures are the property of the tenant they could be taken in a distress for rent, or under an execution, and sold; while, if they had been the landlord's, this could not have been done. On an assignment of the lease they would not pass, but would have to be separately enumerated, and would make the deed, so far as related to them, a bill of sale. The extension of the Act to market

Market gardens are fixtures now removable.

gardens will give rise to a question of some nicety. It was decided in a leading case^(a) that a trader, such as a market gardener, had a right to remove his fixtures, but a farmer did not possess the right. The market gardener could, as the law now stands, remove any of his trade fixtures, and the landlord would have no right of pre-emption. But as the Act applies to market gardens, it would seem that now a market gardener has no right to remove the fixtures until he has given his landlord a month's notice of his intention, and the landlord has refused to take them, and it is apprehended the landlord could restrain the tenant from moving them. The landlord under the Act gets the right of purchase, not at the value of the fixtures, but at their value to an incoming tenant, which may often be much less than the actual value. The reference as to the amount will follow in all respects the procedure on a reference to settle the tenant's compensation, with this exception that the award of the referee or umpire is final and binding.

Reference.

Crown and Duchy Lands.

Sect. 35.

Application of Act to crown lands.

35. This Act shall extend and apply to land belonging to her Majesty the Queen, her heirs and successors, in right of the crown.

(a) *Elwes v. Maw*, 3 East, 38.

With respect to such land, for the purposes of this Act, the Commissioners of her Majesty's Woods, Forests and Land Revenues, or one of them, or other the proper officer or body having charge of such land for the time being, or in case there is no such officer or body, then such person as her Majesty, her heirs or successors, may appoint in writing under the royal sign manual, shall represent her Majesty, her heirs and successors, and shall be deemed to be the landlord. Sect. 35.

Any compensation payable under this Act by the Commissioners of her Majesty's Woods, Forests and Land Revenues, or either of them, in respect of an improvement mentioned in the first or second part of the first schedule hereto, shall be deemed to be payable in respect of an improvement of land within section one of the Crown Lands Act, 1866, and the amount thereof shall be charged and repaid as in that section provided with respect to the costs, charges and expenses therein mentioned.

Any compensation payable under this Act by those commissioners, or either of them, in respect of an improvement mentioned in the third part of the first schedule hereto, shall be deemed to be part of the expenses of the management of the land revenues of the crown, and shall be payable to those commissioners out of such money and in such manner as the last-mentioned expenses are by law payable.

This is a re-enactment of section 45 of the Act of 1875.

The Commissioners of Woods and Forests, being trustees, would come within the 31st section of the Act as to the charge of compensation, if that section applies to them, which is doubt-

Does 31st section apply to Crown lands?

Sect. 35. ful, having regard to the fact that a specific source is provided out of which the money is to be paid.

The section of the Crown Lands Act will be found in the Appendix. No provision is made for compensation payable to the commissioners.

Sect. 36.
Applica-
tion of Act
to land of
Duchy of
Lancaster.

36. This Act shall extend and apply to land belonging to her Majesty, her heirs and successors, in right of the Duchy of Lancaster.

With respect to such land, for the purposes of this Act, the chancellor for the time being of the duchy shall represent her Majesty, her heirs and successors, and shall be deemed to be the landlord.

The amount of any compensation payable under this Act by the chancellor of the duchy in respect of an improvement mentioned in the first or second part of the first schedule to this Act, shall be deemed to be an expense incurred in improvement of land belonging to her Majesty, her heirs or successors, in right of the duchy, within section twenty-five of the Act of the fifty-seventh year of King George the Third, chapter ninety-seven, and shall be raised and paid as in that section provided with respect to the expenses therein mentioned.

The amount of any compensation payable under this Act by the chancellor of the duchy in respect of an improvement mentioned in the third part of the first schedule to this Act, shall be paid out of the annual revenues of the duchy.

Compensa-
tion pay-
able to
Duchy.

This section substantially re-enacts sect. 46 of the Act of 1875, with the exception that the provision as to the application of compensation payable to the duchy under the Act is omitted, and no provision is now made as to who is the person to give the receipt for such money.

The same remark as to whether, as a specific fund is mentioned as the source from which the compensation is payable,

the 31st section applies, is equally applicable here as to Crown lands. Of course the tenant, if not paid within a month from quitting, would be able to get his charge either on the Crown or Duchy land. Sect. 36.

The 25th section of the 57 Geo. III. c. 97, will be found in the Appendix.

37. This Act shall extend and apply to land belonging to the Duchy of Cornwall. Sect. 37.

With respect to such land, for the purposes of this Act, such person as the Duke of Cornwall for the time being, or other the personage for the time being entitled to the revenues and possessions of the Duchy of Cornwall, from time to time, by sign manual, warrant or otherwise, appoints, shall represent the Duke of Cornwall, or other the personage aforesaid, and be deemed to be the landlord, and may do any act or thing under this Act which a landlord is authorized or required to do thereunder. Applica-
tion of Act
to land of
Duchy of
Cornwall.

Any compensation payable under this Act by the Duke of Cornwall, or other the personage aforesaid, in respect of an improvement mentioned in the first or second part of the first schedule to this Act, shall be deemed to be payable in respect of an improvement of land within section eight of the Duchy of Cornwall Management Act, 1863, and the amount thereof may be advanced and paid from the money mentioned in that section, subject to the provision therein made for repayment of sums advanced for improvements. 26 & 27
Vict. c. 49.

This is a re-enactment of sect. 47 of the Act of 1875. It will be noticed that there is here no provision for the payment of compensation in respect of any of the things mentioned in the third part of the first schedule, so that clearly in respect to them the person appointed by the Duke will be able to get a charge under sect. 31. There is no provision as to who is the No pro-
vision as to
improve-
ments in
3rd sche-
dule.

Sect. 37. person who is to receive any compensation, or how it is to be applied, or who is to give a receipt for it.
 Receipt of compensation. This section of the Duchy of Cornwall Management Act will be found in the Appendix.

Ecclesiastical and Charity Lands.

Sect. 38. **38.** Where lands are assigned or secured as the endowment of a see, the powers by this Act conferred on a landlord shall not be exercised by the archbishop or bishop, in respect of those lands, except with the previous approval in writing of the Estates Committee of the Ecclesiastical Commissioners for England.

What power can be exercised.

This is a verbatim re-enactment of sect. 48 of the Act of 1875. The power referred to would, of course, be the power of consenting to improvements in the first part of the first schedule, the power as to drainage, consenting to improvements before the Act, the power of charging the land by order of the County Court. It is apprehended the power to take proceedings for the recovery of compensation, and the power of appointing referee, umpire, appealing, &c. could be exercised without such approval; otherwise the time, in some cases, is so short that it would be almost impossible to do the act within the time limited.

Sect. 39. **39.** Where a landlord is incumbent of an ecclesiastical benefice, the powers by this Act conferred on a landlord shall not be exercised by him in respect of the glebe land or other land belonging to the benefice, except with the previous approval in writing of the patron of the benefice, that is, the person, officer or authority who, in case the benefice were vacant, would be entitled to present thereto, or of the Governors of Queen Anne's Bounty (that is, the Governors of the Bounty of Queen Anne for the Augmentation of the Maintenance of the Poor Clergy).

Landlord, incumbent of benefice.

In every such case the Governors of Queen

Anne's Bounty may, if they think fit, on behalf of the incumbent, out of any money in their hands, pay to the tenant the amount of compensation due to him under this Act; and thereupon they may, instead of the incumbent, obtain from the County Court a charge on the holding, in respect thereof, in favour of themselves. Sect. 39.

Every such charge shall be effectual, notwithstanding any change of the incumbent.

This section is a re-enactment of sect. 49 of the Act of 1875, as amended by the Agricultural Holdings (England) Act, 1876. The powers here referred to are, it is apprehended, the same as those referred to in the previous section, for, as there pointed out, it would be impossible for the incumbent within the time limited by the Act to do the things required. It seems that the consent of either the patron or the governors of Queen Anne's Bounty will be sufficient. If the governors took a charge they would do it under sect. 31. But there is nothing to prevent the incumbent taking a charge himself; in such a case he would bind his successor; he would have to get the patron or the governor's consent before he took it. 39 & 40
Vict. c. 74.
What
powers are
referred to.

The Act contains no provision as to the compensation payable to an incumbent, and it is apprehended that he would be entitled to it for his own benefit, and he would be the person to give a receipt for it. Compensation
payable to in-
cumbent.

40. The powers by this Act conferred on a landlord in respect of charging the land shall not be exercised by trustees for ecclesiastical or charitable purposes except with the previous approval in writing of the Charity Commissioners for England and Wales. Sect. 40.
Landlord,
charity
trustees,
&c.

This re-enactment of sect. 50 of the 1875 Act completes the restriction imposed by this Act upon certain owners, and, as in the previous case, the powers referred to will be the same. This only forms part of the general rule, that charitable trustees can take no legal proceedings or assign or incur property without the consent of the Charity Commissioners. It seems that ecclesiastical and charitable bodies are put under greater restraints than any other public bodies; any other public bodies who hold land, such as corporations or colleges, can exercise the powers without the assent of any outside authority, while ecclesiastical and charitable corporations are placed under restrictions. It may be here again pointed out Restraints
on chari-
table
bodies.

Sect. 40.
Applica-
tion of
monies.

that there is nothing said as to the application of any monies the bodies may receive by way of compensation; the Act seems to have considered such a case not possible, and that the tenant must always be compensated; but in many cases, if the valuations are fairly made, the tenant will have to pay.

Resumption for Improvements, and Miscellaneous.

Sect. 41.
Resump-
tion of
possession
for cot-
tages, &c.

41. Where on a tenancy from year to year a notice to quit is given by the landlord with a view to the use of land for any of the following purposes:

The erection of farm labourers' cottages or other houses, with or without gardens;

The providing of gardens for existing farm labourers cottages or other houses;

The allotment for labourers of land for gardens or other purposes;

The planting of trees;

The opening or working of any coal, ironstone, limestone, or other mineral, or of a stone quarry, clay, sand, or gravel pit, or the construction of any works or buildings to be used in connexion therewith;

The obtaining of brick earth, gravel, or sand;

The making of a watercourse or reservoir;

The making of any road, railway, tramroad, siding, canal, or basin, or any wharf, pier, or other work connected therewith;

and the notice to quit so states, then it shall, by virtue of this Act, be no objection to the notice that it relates to part only of the holding.

In every such case the provisions of this Act respecting compensation shall apply as on determination of a tenancy in respect of an entire holding.

The tenant shall also be entitled to a propor-

tionate reduction of rent in respect of the land comprised in the notice to quit, and in respect of any depreciation of the value to him of the residue of the holding, caused by the withdrawal of that land from the holding or by the use to be made thereof; and the amount of that reduction shall be ascertained by agreement or settled by a reference under this Act, as in case of compensation (but without appeal). Sect. 41.

The tenant shall further be entitled, at any time within twenty-eight days after service of the notice to quit, to serve on the landlord a notice in writing to the effect that he (the tenant) accepts the same as a notice to quit the entire holding, to take effect at the expiration of the then current year of tenancy; and the notice to quit shall have effect accordingly.

This is substantially a re-enactment of sect. 52 of the Act of 1875. The word railway is added before tramway. Before the 1875 Act a notice to quit a part of the holding was invalid. By the Act of 1875 such a notice, if for one of the purposes named in the Act, was rendered valid. The notice by the landlord must be a year's notice, unless the tenant and the landlord have agreed that a six months' will be sufficient, under sect. 33, and expiring with the year of tenancy. It must specifically mention one or more of the purposes named in the section for which the land is required. There is no limit to the quantity of the land the landlord may include in the notice; and, of course, he can mention as many of the different purposes named as he pleases. Length of notice.

The provision as to ascertaining compensation will be precisely the same as if the tenant was going to quit the entire holding. He will, of course, have to give the two months' notice of his intention to claim compensation, otherwise he will not be entitled at all under the Act. The same power of appeal against the award of compensation will exist as if the whole tenancy was determined. Object of notice.

The reduction of rent will not be merely a reduction of so much per acre, having regard to the quantity taken, but it will be a reduction based on acreage and the special value the land taken had to the tenant. It may be the best land on the whole farm, or the most convenient, or it may, from various circum- Compensation.

Reduction of rent.

Sect. 41.
Reduction
of rent.

stances, make the rest worth so much less per acre, or the proposed purpose to which it is to be applied may depreciate the rest. All these circumstances will have to be considered in fixing the reduction. The reduction will be settled by a reference, it may be to the same referees who settled the compensation, or to others; but from their decision on this point there is no appeal. It would be well not to include the reduction in the same award as the compensation.

Notice by
tenant.

The tenant can within twenty-eight days of the service of the notice, serve the landlord with a counter-notice that he intends to give up the whole holding; and on his doing this the landlord's notice, though only relating to part, is to be taken as applying to the whole, and the whole tenancy will determine at the expiration of the landlord's notice. Of course all the provisions as to compensation on the determination of a tenancy will then apply to the whole.

What service
required.

A question that has before been noticed under other sections will arise here. Will service of the notice by the tenant on the landlord's agent be good service? It is doubtful if it will, for the Act, unlike the 1875 Act, nowhere says, service on the agent shall be good service on the landlord; and as it directs service to be on the landlord, it is apprehended the notice should be served on the landlord in one of the ways mentioned in sect. 28, that is, personally, leaving the notice at the last known place of abode, or by letter.

Clause in
leases.

In most agreements which exclude the operation of the 1875 Act, a clause was inserted substantially embodying the provision of this section. Its utility is obvious, and a similar clause has for a long time been inserted in all well-drawn leases.

Sect. 42.
Provision
as to
limited
owners.

42. Subject to the provisions of this Act in relation to crown, duchy, ecclesiastical, and charity lands, a landlord, whatever may be his estate or interest in his holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act which he might give or make or do or have done to him if he were in the case of an estate of inheritance owner thereof in fee, and in the case of a leasehold possessed of the whole estate in the leasehold.

Effect of
clause.

This clause is new. Its provisions seem to some extent to conflict with the provisions in section 29 as to the interest of the landlord in lands to be charged with the compensation. It

amounts to this, that except in the cases mentioned in sections 35—40, a landlord, that is, the person entitled to receive the rents and profits, whatever his estate may be, can give any consent or do any act with relation to improvements that the owner in fee could do. The sweeping nature of the clause will best be seen by an example. A tenant for life of large estates mortgages his life interest; the mortgagee, under the Conveyancing and Law of Property Act, 1882, appoints a receiver; that receiver can, although he has no interest in the estate, without consulting the landlord, agree to the expenditure of money to any amount in improvements or drainage; in fact, he can spend the whole of the rents remaining after the interest of his mortgage is paid in so-called improvements, and, except by paying off the mortgage, it is hard to see how the owner can interfere. Still more, he can, without the owner's knowledge or sanction, charge the estate with the payment of the money. It is most probable that the Courts in construing the Act will place some restriction upon the enormous power here given. But as the section stands the person entitled to receive the rents, whatever his title may be, can consent to the estate being encumbered to any extent he pleases. As to leaseholds, of course no act that the person entitled to the leasehold did would bind those entitled at the expiration of the lease, and no charge created would extend beyond the lease.

Sect. 42.
Effect of
section.

Power of
person
entitled to
receive
rents.

43. When, by any Act of Parliament, deed, or other instrument, a lease of a holding is authorized to be made, provided that the best rent, or reservation in the nature of rent, is by such lease reserved, then, whenever any lease of a holding is, under such authority, made to the tenant of the same, it shall not be necessary, in estimating such rent or reservation, to take into account against the tenant the increase (if any) in the value of such holding arising from any improvements made or paid for by him on such holding.

Sect. 43.
Provision
in case of
reservation
of rent.

In most instruments and Acts of Parliament that confer on limited owners powers of leasing it is provided, as one of the conditions of granting the lease, that no fine be taken, and that the lease be at a rack rent, or at the best rent that can be reasonably obtained. This section seems to be inserted to protect a continuing, or, as he is more frequently termed, a sitting, tenant. On the expiration of a lease it would have been the lessor's duty to have charged the tenant the best rent that could be got, not merely to continue him at his old rent; and

Rack rent.

Sitting
tenant.

Sect. 43.
Sitting
tenant.

if by various improvements made by the tenant the letting value was increased, the tenant would have to be charged such increased letting value. This section is framed to give the lessor an option in the matter in ascertaining what rent a sitting tenant on taking a new lease shall pay; the increased value of the farm arising from the tenant's improvements *need* not be charged, of course it can be if the lessor likes to do so; the only thing the clause does is to provide that there is no legal obligation to do it, and that the lease will be valid if it is not done. It gives a lessor an opportunity of being generous, and takes away from him the excuse, "I would not if I could help it, but I am bound by law to charge you on your improvements." It only applies to a continuing tenant. To a new tenant the old rule applies, and the lessor must take the improvements into account, and get the best rent.

PART II.

Distress.

Sect. 44.
Limitation
of distress
in respect
of amount
and time.

44. After the commencement of this Act it shall not be lawful for any landlord entitled to the rent of any holding to which this Act applies to distrain for rent, which became due in respect of such holding, more than one year before the making of such distress, except in the case of arrears of rent in respect of a holding to which this Act applies existing at the time of the passing of this Act, which arrears shall be recoverable by distress up to the first day of January one thousand eight hundred and eighty-five to the same extent as if this Act had not passed.

Provided that where it appears that according to the ordinary course of dealing between the landlord and tenant of a holding the payment of the rent of such holding has been allowed to be deferred until the expiration of a quarter of a year or half a year after the date at which such rent legally became due, then for the purpose of this section the rent of such holding shall be deemed to

have become due at the expiration of such quarter or half-year as aforesaid, as the case may be, and not at the date at which it legally became due. Sect. 44.

This part of the Act is designed to settle a long standing controversy that has been going on as to the law of distress. As the law stood, a landlord could distrain for any arrears of rent the recovery of which was not barred by statute, and could take any chattels, to whoever they might belong, that were actually on the holding at the time the distress was made. A very flagrant case, where a landlord had allowed the rent to get five years in arrear, and waited until some valuable stock were taken in by the tenant on tack, and then distrained for the whole sum, called attention to the state of the law, and gave rise to an agitation for the total abolition of the law of distress. The Act is a compromise. (1) It retains the law of distress, but limits it to a year. (2) It excepts agisted stock being distrained for the full amount of rent. Old law as to distress.

It is doubtful if this Act will prove a boon to tenants: landlords, knowing that by the law of distress the rent was secure, often gave the tenant considerable credit as to rent; but now it will not be safe for a landlord to do this, and one result of this Act will probably be that tenants will be compelled to pay up their rent with more punctuality than before, the landlord naturally refusing to give credit when his security for payment is gone. Effect of change.

The Act fixing the 1st January, 1884, as the commencement, it will be illegal to distrain for rent due at the previous Christmas year, unless the distraint is made before 1st January, 1884. Up to 1st January, 1886, all arrears of rent that can now be distrained for will be legally distrainable; but after that date it will only be rent due within a year before the distress is made that will be distrainable. The alteration only applies to holdings, agricultural or pastoral, or market gardens; but it applies to those, whatever the size,—a field of half an acre or a garden of a few perches would come within it. The distress must be made within the year; thus, if rent is due Lady-day, the distress for the year's rent will have to be made on Lady-day; if afterwards, only half a year or a quarter's rent, as the case may be, could be recovered. Time for distress.

Of course the tenant remains liable for the arrears to the landlord, and they can be recovered in any way except by distress. Holdings to which Act applies.

The second part of the clause is intended to meet the cases of landlords who allow their tenants time to pay their rents and fix the rent day some months after the quarter day. In these cases the rent is to be deemed to be due on the rent day. So if the payment is not made the landlord can distrain for a year's arrears, although eighteen months may have passed. It will be noted eighteen months is the outside limit given. There will be a practical difficulty in carrying the clause out, as the Date from which the year is counted.

Sect. 44. tenant will have the whole day to pay, and if the distress is not put in on that day the right will be gone.

Sect. 45.
Limitation
of distress
in respect
of things
to be dis-
trained.

45. Where live stock belonging to another person has been taken in by the tenant of a holding to which this Act applies to be fed at a fair price agreed to be paid for such feeding by the owner of such stock to the tenant, such stock shall not be distrained by the landlord for rent where there is other sufficient distress to be found, and if so distrained by reason of other sufficient distress not being found, there shall not be recovered by such distress a sum exceeding the amount of the price so agreed to be paid for the feeding, or if any part of such price has been paid exceeding the amount remaining unpaid, and it shall be lawful for the owner of such stock, at any time before it is sold, to redeem such stock by paying to the distrainer a sum equal to such price as aforesaid, and any payment so made to the distrainer shall be in full discharge as against the tenant of any sum of the like amount which would be otherwise due from the owner of the stock to the tenant in respect of the price of feeding. Provided always, that so long as any portion of such live stock shall remain on the said holding the right to distrain such portion shall continue, to the full extent of the price originally agreed to be paid for the feeding of the whole of such live stock, or if part of such price has been bonâ fide paid to the tenant under the agreement, then to the full extent of the price then remaining unpaid.

Agricultural or other machinery which is the bonâ fide property of a person other than the

tenant, and is on the premises of the tenant under a bonâ fide agreement with him for the hire or use thereof in the conduct of his business, and live stock of all kinds which is the bonâ fide property of a person other than the tenant, and is on the premises of the tenant solely for breeding purposes, shall not be distrained for rent in arrear. Sect. 45.

As above stated, the old rule of law was, that the landlord could seize under a distress for rent and sell any chattel (with certain exceptions) to whoever they might belong, that were found on the premises at the time of making the distress. Old law as to distress.

In holdings, to which the Act applies, that is, agricultural, pastoral and market gardens, this section introduces three exceptions—as to two classes of goods, it wholly exempts them from distress; as to the third they can be distrained, but only in certain cases, and not for the full amount of rent. Things exempted from distress by Act.

The excepted things are:—

- (1) Agricultural or other machinery hired by the tenant for the conduct of his business. 1. Machinery.
This is meant to protect such things as steam ploughs and steam threshing machines; the tenant or claimant will, of course, have to prove a previous agreement for the hire. The things still remain *primâ facie* liable to distress. The persons who allege they are not to be distrained must prove this; it would be the bailiff's duty to seize these things and to retain possession until the claimant made out a *primâ facie* case.
- (2) Animals for breeding purposes. 2. Animals for breeding.
It is now very customary to hire pedigree animals for a time for breeding purposes; these of course were liable to distress. Of course the bailiff will seize all live stock, and the claimant who desires to make out that the live stock are his property will have to prove it.
- (3) Agisted stock are not to be distrained if there is any other distress on the premises sufficient to satisfy the landlord's demand. If there is not they may be distrained, but only for the amount due for their agistment; and on payment of the price or the balance of the price for agistment they are to be handed over to the owner. 3. Agisted stock.
“The words “fair price” are rather curious, and it would seem if the price at which the stock is agisted is not a fair price that then the present rule of law will prevail, and the animals can be distrained as now for the full amount of the rent. Of course, therefore, in each case the question as to what is a fair price will arise. Here also the bailiff will seize the agisted stock, and on proof that it is agisted, and at a fair price, he will either, if there is other sufficient distress, hand

Sect. 45. it over to the owner, or if not keep it for the amount of agistment.

To whom payment to be made. The payment by the Act is to be made to the distrainer, but there will be some difficulty if the distrainer accepts, say, a small amount, hands over the animals, and it subsequently turns out a much larger sum is due. It will be very unsafe for the bailiff to take the money tendered. It will be well in all cases to require some *prima facie* proof before parting with the stock.

Costs. The Act is silent as to costs; the stock is to be handed over on payment of the sum due for the agistment, and no provision is made as to the costs of the distress, or how they are to be borne.

Things exempt from distress. It may be well to mention that the chattels by law exempted from distress, besides those mentioned in this section, are:—

1. Animals *feræ naturæ*.
2. Chattels that cannot be restored in the same plight and condition.
3. Fixtures.
4. Things delivered to a person carrying on a trade or employment.
5. Goods in the custody of law.
6. Things in actual use.
7. Beasts of the plough.
8. Implements of trade.

This section only applies to rent in arrear, the existing law will still apply to distress for anything but rent.

Live stock is defined to be any animal capable of being distrained, that is, any animal not *feræ naturæ* (sect. 61).

Sect. 46.
Remedy
for wrong-
ful distress
under this
Act.

46. Where any dispute arises—

- (a) in respect of any distress having been levied contrary to the provisions of this Act; or
- (b) as to the ownership of any live stock distrained, or as to the price to be paid for the feeding of such stock; or
- (c) as to any other matter or thing relating to a distress on a holding to which this Act applies:

such dispute may be heard and determined by the county court or by a court of summary jurisdiction, and any such county court or court of summary jurisdiction may make an order for restoration of any live stock or things unlawfully dis-

trained, or may declare the price agreed to be paid in the case where the price of the feeding is required to be ascertained, or may make any other order which justice requires, any such dispute as mentioned in this section shall be deemed to be a matter in which a court of summary jurisdiction has authority by law to make an order on complaint in pursuance of the Summary Jurisdiction Acts; but any person aggrieved by any decision of such court of summary jurisdiction under this section may, on giving such security to the other party as the court may think just, appeal to a court of general or quarter sessions. Sect. 46.

This section provides two tribunals for settling disputes as to distresses under the Act—(1) the county court, (2) magistrates in petty sessions, and the party seems to have the option which tribunal he will select. The Court has full power to try any question relating to any distress under the Act. Before whom disputes to be heard.

It is not very clear how the matter is to be brought before a Court of summary jurisdiction, but it is presumed the party aggrieved will summon the other before the Court for having levied contrary to the provisions of the Act, or having illegally seized live stock or machinery, as the case may be. An appeal lies to the Court of Quarter Session against any decision of a Court of summary jurisdiction, and it is presumed an appeal will lie from the County Court to the High Court in the same manner as in any other cases in the County Court. Court of summary jurisdiction.

The Summary Jurisdiction Acts are Jervis's Act (11 & 12 Vict. c. 43), and the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49).

The proceedings before the County Court will be by an ordinary County Court summons for improperly levying a distress, or for improperly distraining live stock or machinery, contrary to the provisions of the Act. To recover any damages, of course, special damage must be proved, as by the statute 11 Geo. 2, c. 19, s. 19, only special damages, and no more, can be recovered. County Court.

47. Where the compensation due under this Act, or under any custom or contract, to a tenant has been ascertained before the landlord distrains Sect. 47.
Set-off of compensation against rent.

Sect. 47. for rent due, the amount of such compensation may be set off against the rent due, and the landlord shall not be entitled to distrain for more than the balance.

Change made by section.

This section introduces a further alteration in the law ; the old rule was, that there was no set-off against rent, but this section compels the landlord to set off against the rent the amount of any compensation found due to him, and that not only under this Act, but under the custom of the country or under any lease or agreement, and only distrain for the balance. It may not be considered injustice. But assume a sum found due to the tenant, the landlord distrains for the balance of rent, the award is afterwards set aside, and the landlord becomes entitled to the whole ; his chance of getting the balance will be very remote. It is assumed that, when once an award has been made under a contract or custom, as long as that award is in force, even though it is under appeal, only the balance of rent will be distrainable ; if the tenancy has terminated the landlord may lose his right of distress, as the question may not be decided within the time he could distrain.

Effect on right of distress.

In awards under the Act the difficulty will not be so great, as the rent, by sect. 6, that is due, is to be deducted from the compensation, and if it exceeds the compensation the landlord will be able to enforce the award by execution. The section will, however, give rise to considerable difficulty in working. Questions under it will go to the County Court or to the Court of Summary Jurisdiction under the power given by the preceding section.

Sect. 48.
Exclusion of certiorari.

48. An order of the County Court or of a Court of summary jurisdiction under this Act shall not be quashed for want of form, or be removed by certiorari or otherwise into any superior Court.

Like the 22nd section the object of this section is to prevent litigation by preventing an order being quashed on merely technical grounds. It is doubtful if an order of a Court of Quarter Sessions on appeal could not be removed by certiorari.

Sect. 49.
Limitation of costs in case of distress.

49. No person whatsoever making any distress for rent on a holding to which this Act applies when the sum demanded and due shall exceed the sum of twenty pounds for or in respect of such

rent shall be entitled to any other or more costs and charges for and in respect of such distress or any matter or thing done therein than such as are fixed and set forth in the second schedule hereto. Sect. 49.

These charges are—

“Levying distress. Three per centum on any sum exceeding 20*l.* and not exceeding 50*l.* Two and a half per centum on any sum exceeding 50*l.*

Second
schedule.

To bailiff for levy, 1*l.* 1*s.*

To man in possession, if boarded, 3*s.* 6*d.* per day; if not boarded, 5*s.* per day.

For advertisements the sum actually paid.

To auctioneer. For sale five pounds per centum on the sum realised not exceeding 100*l.*, and four per centum on any additional sum realised not exceeding 100*l.*, and on any sum exceeding 200*l.* three per centum. A fraction of 1*l.* to be in all cases considered 1*l.*

Reasonable costs and charges where distress is withdrawn or where no sale takes place, and for negotiations between landlord and tenant respecting the distress; such costs and charges in case the parties differ to be taxed by the registrar of the County Court of the district in which the distress is made.”

If the sum distrained for does not exceed 20*l.*, then by the statute 57 Geo. 3, c. 93, s. 1, the charges are fixed as follows:—

Charges if
distress
exceed 20*l.*

Levying distress, 3*s.*

Man in possession, per day, 2*s.* 6*d.*

Appraisement, when by one broker or more, 6*d.* in the pound on the value of the goods.

Stamp, the lawful amount thereof.

All expenses of advertisement, if any such, 10*s.*

Catalogues, sale and commission and delivery of goods, 1*s.* in the pound on the net produce of the sale.

By the 6th section every broker is to give a copy of his charges, and of all the costs and charges of any distress whatsoever, signed by him, to the person on whose goods the distress is levied, although the amount exceeds 20*l.*

Till the present section was passed there was no legal limit for brokers' charges in distress above 20*l.*, it will be noticed that they are lower than for distress over that sum. The old law still remains, and there is no legal limit to the charges in distress over 20*l.* that do not come under this Act.

Effect of
section.

Sect. 50.
 Repeal of
 2 Will. &
 Mary, c. 6,
 s. 1, as to
 appraisement
 and sale at
 public
 auction.

50. So much of an Act passed in the second year of the reign of their Majesties King William the Third and Mary, chapter five, as requires appraisement before sale of goods distrained is hereby repealed as respects any holding to which this Act applies, and the landlord or other person levying a distress on such holding may sell the goods and chattels distrained without causing them to be previously appraised; and for the purposes of sale the goods and chattels distrained shall, at the request in writing of the tenant or owner of such goods and chattels, be removed to a public auction room or to some other fit and proper place specified in such request, and be there sold. The costs and expenses attending any such removal, and any damage to the goods and chattels arising therefrom, shall be borne and paid by the party requesting the removal.

Effect of
 2 W. & M.
 c. 5.

Change
 made by
 section.

The Act referred to had authorized the sale of distress for rent; previously to that the sale of a distress for rent in arrear was illegal. It provided that if the tenant did not replevy the goods within five days, the person distraining was to cause the goods to be appraised by two sworn appraisers, whom the sheriff was to swear to appraise the goods; they having appraised the goods, they were to be sold and the proceeds applied in satisfaction of the rent, charge of the distress, appraisement and sale, and the overplus was to remain in the hands of the sheriff for the tenant's use. Now in distresses to which this Act applies appraisement is abolished and the goods can be sold without. The Act also introduces another change: it allows, at the request of the tenant, the goods to be removed and sold elsewhere than on the premises—to a public auction room or a place specified in the notice. It is compulsory on payment of the cost of removal by the tenant that the things should be so removed and sold; if not, the bailiff would be liable to an action for damages. The Act speaks of a fit and proper place, and, as it is the interest of the tenant that the goods should fetch the highest possible price, he is left to determine the place. The payment of costs, or rather an under-

taking to pay, would seem to be a condition precedent to the removal. Sect. 50.

51. The period of five days provided in the said Act of William and Mary, chapter five, within which the tenant or owner of goods and chattels distrained may replevy the same shall, in the case of any distress on a holding to which this Act applies, be extended to a period of not more than fifteen days, if the tenant or such owner make a request in writing in that behalf to the landlord or other person levying the distress, and also give security for any additional costs that may be occasioned by such extension of time. Provided that the landlord or person levying the distress may, at the written request or with the written consent of the tenant, or such owner as aforesaid, sell the goods and chattels distrained or part of them at any time before the expiration of such extended period as aforesaid.

Sect. 51.
Extension of time to replevy at request of tenant.

The Act of William and Mary provided that if the tenant did not replevy within five days after the goods were seized, they were then to be appraised and sold. It was held upon the Act that the right to replevy continued after the five days until the goods were actually sold. Now the period is extended to fifteen, if the tenant requests it and gives security for the additional costs of retaining the goods for the extra ten days. The practice will, therefore, now be: notice will be given as before; if no request to withhold the sale and no security for the additional charges of the man in possession be given, then the sale will take place at the expiration of five days; if both are given—notice without the security or the security without the notice will not do—then the sale will not take place for fifteen days, unless the tenant consents in writing to the sale before that time.

Time for replevy.

Practice under Act.

This clause, like the previous one, only applies to distresses on holdings that come within the Act; in other cases the old law remains.

Sect. 52.
Bailiffs to
be ap-
pointed by
County
Court
judges.

52. From and after the commencement of this Act no person shall act as a bailiff to levy any distress on any holding to which this Act applies unless he shall be authorized to act as a bailiff by a certificate in writing under the hand of the judge of a County Court; and every County Court judge shall, on or before the thirty-first day of December one thousand eight hundred and eighty-three, and afterwards from time to time as occasion shall require, appoint a competent number of fit and proper persons to act as such bailiffs as aforesaid. If any person so appointed shall be proved to the satisfaction of the said judge to have been guilty of any extortion or other misconduct in the execution of his duty as a bailiff, he shall be liable to have his appointment summarily cancelled by the said judge.

Effect of
section.

At the present time there is no formal appointment of bailiffs, and the consequence is that the class of men who act as bailiffs occasionally abuse their power. The section is an attempt to get a more responsible class of bailiffs. It provides two things: (1) That a list be made out before 31st December, 1883, of persons who are fit and proper to act as bailiffs, and (2) that the county court judge appoints those persons to act by a certificate in writing under his hand. A distress on any holding to which the Act applies levied by any person, except a bailiff so appointed, would be an illegal distress. In all cases, except those to which the Act applies, the old system will still continue, and the effect will be to have two classes of bailiffs, those to levy a distress on holdings to which the Agricultural Holdings Act applies, and those to levy other distresses.

PART III.

General Provisions.

53. This Act shall come into force on the first day of January one thousand eight hundred and eighty-four, which day is in this Act referred to as the commencement of this Act.

Sect. 53.
Com-
mence-
ment of
Act.

From this date the Act will apply to all tenancies created after that date, and as to notice to quit, distress and to the various cases of improvements. From this date the Act of 1875 is repealed. As has been already pointed out, notices to quit under agreements that require six months in cases in which it is desired to terminate the tenancy at Michaelmas, 1884, should be given before the commencement of the Act.

54. Nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated as a market garden, or to any holding let to the tenant during his continuance in any office, appointment, or employment held under the landlord.

Sect. 54.
Holdings
to which
Act ap-
plies.

The 1875 Act only applied to holdings of two acres. This Act applies to all holdings, however small, that are pastoral or agricultural, or partly one and partly the other. The question of what is a market-garden is one that will require judicial interpretation. Is a garden where some of the produce is occasionally sold a market-garden, or is it only a garden where things are habitually grown for sale?

Extent of
Act.

What is a
market-
garden?

The exception would seem to refer to cases where a cottage and garden and often a field are let to a person as long as he remains in the lessor's employ. These, whatever are their extent, are excepted from the Act, and this opens a door for evading the operation of the Act. In many cases, if the holding is only let while the tenant fills a certain position, the Act will not apply. This will be the safest thing to do to avoid trouble as to small holdings.

Extent of
exception.

It is very doubtful if an allotment garden is a market-garden, but the difficulty can be got over by making the tenancy of the allotment cease on the tenant ceasing to be employed by the lessor. Having regard to the definition of landlord, if the owner does not receive the rent this exception will have but a limited application.

Allotment
garden.

Sect. 55.
Avoid-
ance of
agreement
inconsis-
tent with
Act.

55. Any contract, agreement, or covenant made by a tenant, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement mentioned in the First Schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act), shall, so far as it deprives him of such right, be void both at law and in equity.

What
agreement
will be
valid.

This clause must be read with clauses 3 and 4, that provide that improvements must be done with the landlord's consent, and he can make such conditions as he pleases before giving his consent. The result will, therefore, be that the landlord cannot make an agreement which says that no compensation whatever be paid in respect of any improvement, but he can specify what compensation shall be paid, and as long as some is paid this agreement will be good. The landlord can stipulate that the tenant shall not do the improvements or shall only do them in a certain way, and, if he does them, shall only receive certain compensation; but he cannot make an agreement to the effect that no compensation shall be paid to the tenant for any improvements he may do, nor that the tenant shall not at the determination of the tenancy claim compensation for any improvements under the Act executed by him. What he can do is this:—

1. Agree that the tenant shall make no improvements.
2. Agree that only certain improvements shall be made, and that they shall be paid for on the terms mentioned in the agreement.
3. Agree that the improvements shall only be done in a certain way, at a certain time, and under certain conditions.
4. Agree that the compensation shall not exceed a certain sum named in the agreement.

Sect. 56.
Right of
tenant in
respect of
improve-
ment pur-
chased
from out-
going
tenant.

56. Where an incoming tenant has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, such incoming tenant shall be entitled on quitting the holding to claim compensation in respect of such improvement or part in like manner, if at all, as the outgoing tenant

would have been entitled if he had remained tenant of the holding and quitted the holding at the time at which the incoming tenant quits the same. Sect. 56.

The landlord is *prima facie* the person liable to pay the outgoing tenant, but if the incoming tenant with his consent pays the outgoing tenant, the incoming tenant stands in the shoes of the outgoing tenant, and on quitting can claim for the improvements made by the previous tenant as well as by himself. It will be dangerous for a landlord to give such permission, as it will be an admission on his part that at a certain date the value of the improvements to the incoming tenant were such a sum, and the valuer will only have to determine how far that value is diminished. Unless the landlord consents, it appears a tenant can only claim for such improvements as he has personally made, and could not charge the landlord with anything he paid on entering. Effect of payment by tenant.

The words "if at all" would seem to imply that there is no right for the tenant to be repaid the sum he paid on entering, but that the value on his quitting of what he paid the outgoing tenant for is all the landlord will be called upon to pay.

57. A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorized by this Act in respect of any improvement for which he is entitled to compensation under or in pursuance of this Act, but where he is not entitled to compensation under or in pursuance of this Act he may recover compensation under any other Act of Parliament, or any agreement or custom, in the same manner as if this Act had not passed. Sect. 57.
Compensation under this Act to be exclusive.

This section will probably have the effect of putting an end to many claims for compensation. If a tenant could claim compensation for any improvements under this Act, and does not do so, his right is gone. Often it will happen that a tenant will not make a claim, either because he forgets the two months before which it must be made, or because he does not desire to bring the landlord down on him for dilapidations. If the tenant makes no claim under the Act, and the landlord brings an action for dilapidations, the tenant cannot then bring forward his claim under the Act by way of set-off. This section deprives him of the right to make the claim, except as provided by the Act, and a plea of the Act will be a conclusive answer to everything he could have claimed under the Act. Although Effect of section.

Sect. 57.
Claims
under Act.

he could claim by custom or under his lease for the things named in the Act, his right to do so is taken away by this section—it must be all or nothing. Everything outside the Act he can still claim for as if the Act did not exist; but the Act, unlike the 1875 Act, that gave the tenant an option how he could claim—whether under the Act or not—provides that unless the tenant claim under the Act he cannot claim at all. The obvious rule is that the tenant should always send in a claim under the Act in any case.

Sect. 58.
Provision
as to
change of
tenancy.

58. A tenant who has remained in his holding during a change or changes of tenancy shall not thereafter on quitting his holding at the determination of a tenancy be deprived of his right to claim compensation in respect of improvements by reason only that such improvements were made during a former tenancy or tenancies, and not during the tenancy at the determination of which he is quitting.

Improvements
under
former
tenancy.

It would, but for this section, have been fairly open to argument whether improvements made by a tenant under a former lease, and not then claimed for, could be claimed for at the determination of a subsequent tenancy. This clause removes all doubts, and provides that whatever may be the number of tenancies, the tenant on quitting can claim for any improvements made during any of them.

Must it be
the same
tenant?

There is one point: the section speaks of a tenant. If a tenant dies and his son takes on the farm by a fresh agreement, can the son claim for improvements done by the father? It would seem not, for although the term tenant includes all persons deriving title from the tenant, the taking by the son would be a new tenancy, just as much as the taking by a stranger; so that unless the successive tenants were the same persons, or derived title from the same person who had executed the improvements in a previous tenancy, no compensation for such improvements could be claimed by the new tenant on the termination of his tenancy.

Sect. 59.
Restriction
in respect
of im-
prove-
ments by
tenant
to

59. Subject as in this section mentioned, a tenant shall not be entitled to compensation in respect of any improvements, other than manures as defined by this Act, begun by him, if he holds from year to year, within one year before he quits

his holding, or at any time after he has given or received final notice to quit, and, if he holds as a lessee, within one year before the expiration of his lease. Sect. 59.

A final notice to quit means a notice to quit which has not been waived or withdrawn, but has resulted in the tenant quitting his holding.

The foregoing provisions of this section shall not apply in the case of any such improvement as aforesaid—

- (1.) Where a tenant from year to year has begun such improvement during the last year of his tenancy, and, in pursuance of a notice to quit thereafter given by the landlord, has quitted his holding at the expiration of that year; and
- (2.) Where a tenant, whether a tenant from year to year or a lessee, previously to beginning any such improvement, has served notice on his landlord of his intention to begin the same, and the landlord has either assented or has failed for a month after the receipt of the notice to object to the making of the improvement.

This section is an attempt to prevent fraudulent claims. Object of section.
Nothing but purchased manure and feeding stuffs are to be allowed for that has been done after notice to quit or in the last year of a tenancy. But there is nothing, as there was in the 1875 Act, to prevent the tenant expending a far greater sum in manure and feeding stuffs after notice to quit, so as to enlarge a claim, than he would ever have done had he been going to stay.

The definition of final notice makes it impossible to say if any notice is final till after the tenant has actually quitted, as it might be waived or withdrawn at the last moment. Final notice.

The two excepted cases are:—

If the tenant has begun the improvements before he gets

Sect. 59.
Excep-
tions.

Notice to
landlord.

notice of leave. The tenant would be obliged to prove this very strictly before the referee.

If the tenant gives notice that he intends to do an improvement, and the landlord does not object. This may create hardship, as notice by post to a landlord whom the tenant knows is away from England, and who does not return till after a month. It is doubtful if the agent could object, whether the objection must not be by the landlord himself.

Sect. 60.
General
saving of
rights.

60. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exerciseable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a contract of tenancy or other contract, or of any improvements, waste, emblements, tillages, away-going crops, fixtures, tax, rate, tithe rent-charge, rent, or other thing.

Effect of
section.

This is a verbatim re-enactment of sect. 60 of the Act of 1875. The effect is to leave the rights of landlord and tenant, except when expressly altered by the Act, in the same position as they were before the Act was passed. So all claims that could be made by custom of the country, either by landlord or tenant, before the Act passed for matters not mentioned in the Act can still be made.

Sect. 61.
Interpre-
tation.

61. In this Act—

“Contract of tenancy” means a letting of or agreement for the letting land for a term of years, or for lives, or for lives and years, or from year to year:

To what
tenancies
the Act
applies.

This definition at once gives a way of evading the Act. Tenancies at will, quarterly tenancies or monthly tenancies are not within it, and remain wholly unaffected by it. If any landlord chose to let his farms on quarterly tenancies he would be outside the provisions of the Act.

The Act applies equally to written and parol tenancies, if they are of the kind mentioned in it. But only to those tenancies. It should be observed that Courts of law always strive, as far as they can, in cases of doubt to hold a tenancy to be a tenancy from year to year.

A tenancy from year to year under a contract of tenancy current at the commencement of the Act shall for the purposes of this Act be deemed to continue to be a tenancy under a contract of tenancy current at the commencement of this Act until the first day on which either the landlord or tenant of such tenancy could, the one by giving notice to the other immediately after the commencement of this Act, cause such tenancy to determine, and on and after such day as aforesaid shall be deemed to be a tenancy under a contract of tenancy beginning after the commencement of this Act :

That is, as the Act requires a year's notice, until either Candlemas, Lady-day, Midsummer, Michaelmas or Christmas, 1885, or such other day in 1885 as the current year's tenancy would determine. It will, therefore, be necessary in all such tenancies, before the date fixed in 1885, to enter into a new agreement adapted to meet the changes of the law made by the Act. The Act will come into full operation on the 1st January, 1886, as by that time all tenancies except leases will have come under its provisions.

When current tenancy determines.

“Determination of tenancy” means the cesser of a contract of tenancy by reason of effluxion of time, or from any other cause :

This definition will operate in a curious way. In most agreements it is provided that on a tenant becoming bankrupt or insolvent the tenancy shall *ipso facto* cease ; this will be a cause of cesser of the contract, and consequently a determination of it. It will be impossible to give the two months' notice of a claim of compensation after bankruptcy, and hence in many cases it will happen that no claim can be made at all. Again, it is sometimes provided that a tenancy shall terminate on death. In this case, also, no claim can be made, unless the tenant, knowing he is about to be bankrupt or that he is very ill, gives the notice for what it is worth. There may be a doubt whether such a notice would be void.

Determination of tenancy.

Effect of notice of claim.

Sect. 61. "Landlord" in relation to a holding means any person for the time being entitled to receive the rents and profits of any holding :

Effect of definition. This definition is a new one; it makes the fact of a man being entitled to receive the rents, in whatever capacity, and whether for himself or for another person, conclusive that he is landlord, and enables him to exercise powers over the property that are, to say the least, startling.

The Act of 1875 provided that the term landlord or tenant included duly authorized agents of either; this is omitted in the present Act, and, as has already been pointed out, it is very doubtful if the landlord's agent can act for him as to various matters: the doubt is strengthened, as in certain cases the agent is expressly mentioned. It will be a somewhat startling result of the Act if it is held that notice to an agent is not a good notice, but that notice to a receiver is a good notice, and that a receiver can give all the required consents and act as landlord without consulting either the owner or his agent.

Who is landlord?

This definition will have a curious effect in regard to the application of the Act: if the person who receives the rent is not owner, then the owner is not the landlord, and so the Act will apply to any holding let to a tenant during his continuance in office held under the real owner.

"Tenant" means the holder of land under a landlord for a term of years, or for lives, or for lives and years, or from year to year :

Who is a tenant?

This is only another way of stating that a tenant is a holder of land under a contract of tenancy as defined by the Act; so, as pointed out, a tenant-at-will, a quarterly or monthly tenant is not a tenant within the Act.

"Tenant" includes the executors, administrators, assigns, legatee, devisee, or next-of-kin, husband, guardian, committee of the estate or trustees in bankruptcy of a tenant, or any person deriving title from a tenant; and the right to receive compensation in respect of any improvement made by a tenant shall enure to the benefit of such executors, administrators, assigns, and other persons as aforesaid :

Of course this definition must be read with the previous one, and it will only be the person who represents an owner of the

four classes of tenants comprised in this Act; that is, (1) tenant from year to year, (2) for years, (3) for lives, (4) for lives and years.

Sect. 61.
Tenants
comprised
in Act.

“Holding” means any parcel of land held by a tenant:

That is, having regard to sect. 54, any land held by such a tenant as aforesaid, and not let to him during his continuance in any office, appointment, or employment held under the landlord. The extent is of course immaterial.

What is a
holding.

“County court,” in relation to a holding, means the county court within the district whereof the holding or the larger part thereof is situate:

This definition is peculiar, for the term county court is not used in relation to a holding in the Act except as to charging the land but, generally; except in sect. 26, when the judge of the county court for the place where the married woman for the time being, is spoken of. It is, however, presumed that the county court will be the court in which the holding is situate, not that in which the parties reside, but it is by no means clear that that court is not the one that has jurisdiction.

What
county
court will
have juris-
diction.

“Person” includes a body of persons and a corporation aggregate or sole:

“Live stock” includes any animal capable of being distrained:

That is, all animals that are not *feræ naturæ*, and in which a property of any kind can be said to exist, such as deer.

“Manures” means any of the improvements numbered twenty-two and twenty-three in the third part of the First Schedule hereto:

These are applications to land of purchased artificial or other purchased manure, and consumption on the holding by cattle, sheep or pigs of cake or other feeding stuffs not produced on the holding.

Manures.

The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under or in pur-

- Sect. 61. suance of this Act in respect of compensation for improvements, or under any agreement made in pursuance of this Act.

This is taken substantially from the 1875 Act; of course, technically speaking, the relation of landlord and tenant ceases on the determination of the tenancy, and the designation could not properly be applied any longer.

Sect. 62.
Repeal of
Acts of
1875 and
1876.

62. On and after the commencement of this Act, the Agricultural Holdings (England) Act, 1875, and the Agricultural Holdings (England) Act, 1875, Amendment Act, 1876, shall be repealed—

Provided that such repeal shall not affect—

- (a.) any thing duly done or suffered, or any proceedings pending under or in pursuance of any enactment hereby repealed; or
- (b.) any right to compensation in respect of improvements to which the Agricultural Holdings (England) Act, 1875, applies, and which were executed before the commencement of this Act; or
- (c.) any right to compensation in respect of any improvement to which the Agricultural Holdings (England) Act, 1875, applies, although executed by a tenant after the commencement of this Act if made under a contract of tenancy current at the commencement of this Act; or
- (d.) any right in respect of fixtures affixed to a holding before the commencement of this Act;

and any right reserved by this section may be enforced after the commencement of this Act in

the same manner in all respects as if no such repeal had taken place. Sect. 62.

The Act of 1876 was an Act introducing a verbal amendment in sect. 49 of the Act of 1875 as to lands held by an incumbent of a benefice, the amendment is embodied in the clause as incorporated in the present Act. 39 & 40 Vict. c. 74.

The effect of this section is to keep alive all rights that are now in existence as to compensation by virtue of the Act of 1875; as has been already pointed out, these are most likely very few, as the operation of the Act was so largely excluded.

63. This Act may be cited for all purposes as the Agricultural Holdings (England) Act, 1883. Sect. 63. Short title of Act.

64. This Act shall not apply to Scotland or Ireland. Sect. 64. Limits of Act.

A separate Act was passed for Scotland which is given in the next chapter.

FIRST SCHEDULE.

Part. I.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

- (1.) Erection or enlargement of buildings.
- (2.) Formation of silos.
- (3.) Laying down of permanent pasture.
- (4.) Making and planting of osier beds.
- (5.) Making of water meadows or works of irrigation.
- (6.) Making of gardens.
- (7.) Making or improving of roads or bridges.
- (8.) Making or improving of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes.
- (9.) Making of fences.
- (10.) Planting of hops.

First
schedule.
Part I.

- (11.) Planting of orchards or fruit bushes.
- (12.) Reclaiming of waste land.
- (13.) Warping of land.
- (14.) Embankment and sluices against floods.

These are, with the following exceptions, the same as the first-class improvements under the Act of 1875. Drainage is omitted; formation of silos is added; in No. 8 the words "or of works for the application of water power" are added; in No. 11 "or fruit bushes" are added; and No. 14, "Embankment and sluices against floods," are added.

Part II.

PART II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

- (15.) Drainage.

In the 1875 Act this was a first-class improvement; it is now placed in a class by itself, but it is difficult to see for what reason.

Part III.

PART III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS NOT REQUIRED.

- (16.) Boning of land with undissolved bones.
- (17.) Chalking of land.
- (18.) Clay-burning.
- (19.) Claying of land.
- (20.) Liming of land.
- (21.) Marling of land.
- (22.) Application to land of purchased artificial or other purchased manure.
- (23.) Consumption on the holding by cattle, sheep or pigs of cake or other feeding stuff not produced on the holding.

This is a combination of the second and third-class improvements under the 1875 Act, the first six being second-class improvements, the last two third-class.

The last two are in the Act included under the expression manures. See sect. 61.

Effect of
alteration.

The effect of the change has been that all these improvements can now be done without any notice to the landlord, and not only without his consent, but even in direct opposition to it, while the last two can be resorted to by a tenant who is

about to quit, to any extent, in order to make a claim for compensation. The landlord will only be safe from such claims if by the agreement he provides the amount of manures that are to be used in each year and the quantity of cake that may be consumed.

First
schedule.
Part III.

SECOND SCHEDULE.

This relates to the charges for levying distress above 20l.; it has been already given in full in the note to sect. 49, *ante*, p. 277.

Second
schedule.

Such is the Act of 1883. From what has been said it will be seen that there are various points upon it, the meaning of which can only be determined by the Courts. Some of the provisions are certainly very startling in the power they give to interfere with contracts, and the rights they confer on persons not the owners to deal with land. But in spite of all this, it is extremely doubtful if the tenant will really gain much by the Act. He can cause his landlord much trouble, annoyance and expense; but his position is not materially improved by the Act, even if it is not, in some respects, made worse than it previously was. At least it is more than doubtful if either landlord or tenant will find themselves able to accept the Act of 1883 as a fair settlement of the question of compensation for agricultural improvements.

Effect of
Act.

CHAPTER VII.

THE AGRICULTURAL HOLDINGS (SCOTLAND) ACT.

CONTEMPORANEOUSLY with the passing of the English Act through Parliament an Act nearly identical was passed for Scotland. It is, as has been stated above, the first legislative measure on the subject that has ever been passed for that country.

46 & 47 VICT. c. 62.

46 & 47
Vict. c. 62.

An Act for amending the Law relating to Agricultural Holdings in Scotland.

[25th August 1883.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Compensation for Improvements.

Sect. 1.
General
right of
tenant to
compensa-
tion.

1. Subject as in this Act mentioned, a tenant who has made on his holding any improvement specified in the schedule hereto, shall, from and after the commencement of this Act, be entitled on quitting his holding at the determination of a tenancy to obtain from the landlord as compensation under this Act for such improvement such

sum as fairly represents the value of the improvement to an incoming tenant: provided always, that in estimating the value of any improvement in the schedule hereto there shall not be taken into account as part of the improvement made by the tenant what is justly due to the inherent capabilities of the soil. Sect. 1.

This section, with an important verbal alteration, is the same as the first section of the English Act.

As to Improvements executed before the Commencement of Act.

2. Compensation under this Act shall not be payable in respect of improvements executed before the commencement of this Act, with these exceptions, namely,— Sect. 2.
Restriction
as to im-
prove-
ments
before Act.

(1.) Where a tenant has within ten years before the commencement of this Act executed an improvement specified in the third part of the schedule hereto which he was not under an express obligation to make, and he is not entitled under any contract or custom to compensation in respect of such improvement; or

(2.) Where a tenant has executed an improvement mentioned in the first or second part of this schedule within ten years previous to the commencement of this Act, and he is not entitled under any contract or custom to compensation in respect of such improvement, and the landlord, within one year after the commencement of this Act, declares in writing

Sect. 2. his consent to the making of the improvement.

In either of these cases the tenant, on quitting his holding at the determination of the tenancy after the commencement of this Act, may claim compensation under this Act in respect of the improvement which he has executed in the same manner as if this Act had been in force at the time of the execution of such improvement.

This is substantially the same as sect. 2 of the English Act.

As to Improvements executed after the Commencement of Act.

Sect. 3.
Consent of
landlord as
to im-
prove-
ments in
first part of
schedule.

3. Compensation under this Act shall not be payable in respect of any improvement specified in the first part of the schedule hereto, and executed after the commencement of this Act, unless the landlord, or his agent duly authorized on that behalf, has previously to the execution of the improvement, and after the passing of this Act, consented in writing to the execution of such improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed upon between the landlord and the tenant, and in the event of any agreement being made between the landlord and the tenant, the compensation payable thereunder shall be deemed to be substituted for compensation under this Act.

This also is substantially the same as the third section of the English Act.

Sect. 4.
Consent to
as

4. Compensation under this Act shall not be

payable in respect of any improvement specified in the second part of the schedule hereto, and executed after the commencement of this Act, unless the tenant has, not more than three months and not less than two months before beginning to execute such improvement, given to the landlord, or his duly authorized agent, notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and upon such notice being given, the landlord and tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed, and in the event of an agreement being made, that the improvement is to be executed, by the tenant, the compensation payable thereunder shall be deemed to be substituted for compensation under this Act, or the landlord may undertake to execute the improvement himself, and unless the notice is previously withdrawn, proceed to do so in any reasonable and proper manner which he thinks fit, and charge the tenant with a sum not exceeding five pounds per centum per annum on the outlay incurred in executing the improvement, or not exceeding such annual sum, payable for a period of twenty-five years, as will repay such outlay in the said period, with interest at the rate of three per centum per annum, such annual sums to be recoverable as rent. In default of any such agreement or undertaking, and also in the event of the landlord failing to comply with his undertaking within a reasonable time, the tenant may execute the im-

Sect. 4.
to im-
prove-
ments in
second part
of sche-
dule.

Sect. 4.

provement himself, and shall, in respect thereof, be entitled to compensation under this Act.

Where in the case of a tenancy under a lease current at the passing of this Act there is in such lease, or in any relative writing made prior to the passing hereof, an express stipulation limiting the outlay on any improvement specified in the second part of the schedule hereto, the tenant shall have no claim to compensation under this Act for any such improvement in excess of the sum provided for in such stipulation.

The landlord and tenant may, if they think fit, dispense with any notice under this section, and come to an agreement in terms of the lease or otherwise between themselves in the same manner and of the same validity as if such notice had been given.

Difference from English clause.

This clause, although mainly the same as the English clause, has a very important difference. The provision that if there is a current lease, limiting the outlay as to drainage, the tenant cannot claim in excess of that sum, is wanting in the English Act. Here existing contracts are upheld, but the absence of the provision in the English Act strengthens the contention that the valuer can interfere with existing contracts.

Sect. 5.

Reservation as to existing and future leases.

5. Where, in the case of a tenancy under a lease current at the commencement of this Act, any agreement in writing or custom provides specific compensation for any improvement specified in the schedule hereto, compensation in respect of such improvement, although executed after the commencement of this Act, shall be payable in pursuance of such agreement or custom, and shall

be deemed to be substituted for compensation under this Act. Sect. 5.

Where, in the case of a tenancy under a lease beginning after the commencement of this Act, any particular agreement in writing secures to the tenant for any improvement specified in the third part of the schedule hereto, and executed after the commencement of this Act, fair and reasonable compensation, having regard to the circumstances existing at the time of making such agreement, then in such case the compensation in respect of such improvement shall be payable in pursuance of the particular agreement and not under this Act.

The last preceding provision of this section relating to a particular agreement shall apply in the case of a tenancy under a lease current at the commencement of this Act in respect of an improvement specified in the third part of the schedule hereto, specific compensation for which is not provided by any agreement in writing or custom.

This section is the same as the fifth section of the English Act.

Regulations as to Compensation for Improvements.

6. In the ascertainment of the amount of the compensation under this Act payable to the tenant in respect of any improvement there shall be taken into account in reduction thereof: Sect. 6.
Compensation for improvements.

- (a.) Any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and
- (b.) In the case of compensation for manures the value of the manure that would have

Sect. 6.

been produced by the consumption on the holding, according to the rules of good husbandry or according to the terms of any written contract specifying such rules, of any crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, except in so far as a proper return of manure to the holding has been made in respect of such produce so sold off or removed.

The amount of compensation payable to the tenant shall be subject to deduction of any sums due to the landlord:

- (1.) For rent payable in respect of the holding;
- (2.) For any taxes, rates or public burdens, or interest, moneys payable in respect of drainage, premiums of insurance payable in respect of the holding for which the tenant is liable as between him and the landlord;
- (3.) For the breach of any stipulation of the lease, or of any contract relative to the lease, committed by the tenant;
- (4.) For any deterioration committed or permitted by the tenant;

There shall be added to the tenant's compensation any sum due to the tenant for compensation in respect of a breach of any stipulation of a lease, or other contract relative to a lease, committed by the landlord.

Nothing in this section shall enable a landlord to obtain under this Act compensation in respect of deterioration by the tenant or of breach of any

stipulation by the tenant committed or permitted in relation to cultivation or management more than four years before the determination of the tenancy. Sect. 6.

The landlord is here allowed to take into account more than in the English Act. The manure is to be estimated in accordance with the rule of good husbandry, and the lease generally. In accordance with good husbandry; there should be no selling off at all. The landlord is also allowed to deduct interest for drainage and premiums for insurance, neither of which can he do under the English Act, and also for any deterioration done by the tenant. The deduction, in the case of a Scotch tenant, might be far larger than in the case of an English one. More liberal allowance than the English Act.

Procedure.

7. Notwithstanding anything in this Act, a tenant shall not be entitled to compensation under this Act unless four months at least before the determination of the tenancy he gives notice in writing to the landlord of his intention to make a claim for compensation under this Act. Sect. 7.
Notice of intended claim.

Where a tenant gives such a notice the landlord may, before the determination of the tenancy, or within fourteen days thereafter, give a counter-notice in writing to the tenant of his intention to make a claim for compensation under this Act.

Every such notice and counter-notice shall state, as far as reasonably may be, the particulars and amount of the intended claim.

It will be observed that the time for a claim, four months, is double that (two months) prescribed by the corresponding section of the English Act.

8. The landlord and the tenant may agree on the amount and mode and time of payment of compensation to be paid to the tenant or to the landlord under this Act. Sect. 8.
Compensation agreed or settled by reference.

Sect. 8. If in any case they do not so agree the difference shall be settled by a reference.

This is identical with the eighth section of the English Act.

Sect. 9.
Appoint-
ment of
referee or
referees
and overs-
man.

9. Where there is a reference under this Act, a single referee, or two referees and an oversman, shall be appointed as follows :

- (1.) If the parties concur, a single referee may be appointed by them jointly :
- (2.) If before an award is pronounced the single referee dies or becomes incapable of acting, or for seven days after notice from the parties of his appointment he fails to accept the reference and to act, the proceedings shall begin afresh, as if no referee had been appointed :
- (3.) If the parties do not concur in the appointment of a single referee, each of them shall appoint a referee :
- (4.) If before an award is pronounced one of two referees dies or becomes incapable of acting, or for seven days after notice from the party appointing him of his appointment fails to accept the reference and to act, the party appointing him shall appoint another referee :
- (5.) Notice of every appointment of a referee by either party shall be given to the other party :
- (6.) If for seven days after notice by one party to the other to appoint a referee, or failing a referee appointed, another referee, the other party fails to do so, then, on the application of the party giving notice, the sheriff shall

within fourteen days appoint a competent and impartial person to be a referee : Sect. 9.

(7.) Where two referees are appointed they shall before they enter on the reference appoint an oversman :

(8.) If before an award is pronounced an oversman dies or becomes incapable of acting, the referees shall appoint another oversman :

(9.) If for seven days after request from either party the referees fail to appoint an oversman, or failing an oversman appointed, another oversman, then, on the application of either party, the sheriff shall within fourteen days appoint a competent and impartial person to be the oversman :

(10.) Every appointment, notice, and request under this section shall be in writing.

The powers of the sheriff under this section shall be exercisable by him although he may not be at the time within the county.

This is nearly similar to the English Act, with the substitution of the sheriff for the County Court.

10. Where two referees are appointed, an oversman may be appointed, as follows : Sect. 10.

If either party on appointing a referee requires by notice in writing to the other that the oversman shall be appointed by the sheriff, then the oversman and any successor to him shall be appointed, on the application of either party, by the sheriff. Requisition for appointment of oversman by the sheriff.

This corresponds to the provision of the English Act, that the umpire be appointed by the County Court judge ; there is no corresponding provision to that of appointing by some independent authority such as the land commission.

Sect. 11.
Mode of
submission
to refer-
ence.

11. The delivery to a referee of his appointment shall be deemed a submission to a reference by the party delivering it, and neither party shall have power to revoke a submission, or the appointment of a referee, without the consent of the other.

This corresponds with sect. 12 of the English Act.

Sect. 12.
Power for
referee,
&c., to re-
quire pro-
duction of
documents,
administer
oaths, &c.

12. The referee or referees or oversman may call for the production of any sample or voucher or other document or evidence which is in the possession or power of either party, or which either party can produce, and which seems to the referee or referees or oversman necessary for the determination of the matters referred, and may take the examination of the parties and witnesses on oath, and may administer oaths and take affirmations; and if any person so sworn or affirming wilfully and corruptly gives false evidence he shall be guilty of perjury.

This is the same as sect. 13 of the English Act.

Sect. 13.
Power to
proceed in
absence.

13. The referee or referees or oversman may proceed in the absence of either party where this course appears to him or them expedient after notice given to the parties.

Sect. 14.
Form of
award.

14. The award shall be in writing, signed by the referee or referees or oversman as the case may be.

Sect. 15.
Time for
award of
referee or
referees.

15. A single referee shall pronounce his award and have the same ready for delivery within twenty-eight days after his appointment.

Two referees shall pronounce their award and have the same ready for delivery within twenty-eight days after the appointment of the last appointed of them, or within such extended time (if any) as they may from time to time jointly have fixed by writing under their hands, so that they have their award ready for delivery within a time not exceeding in the whole forty-nine days after the appointment of the last appointed of them. Sect. 15.

These sections 13, 14 and 15, are respectively identical with the 14th, 15th and 16th of the English Act.

16. Where two referees are appointed and act, if they fail to pronounce their award and have the same ready for delivery within the time aforesaid, then, on the expiration of that time, their powers as referees shall cease and determine, and thereupon the matters referred to them shall stand referred to the oversman. Sect. 16.
Reference
to and
award by
oversman.

The oversman shall pronounce his award and have the same ready for delivery within twenty-eight days after notice in writing given to him by either party or referee of the devolution of the reference to him, or within such extended time (if any) as the sheriff, on the application of the oversman, or of either party, may fix, so that the oversman pronounce his award and have the same ready for delivery within a time not exceeding in the whole forty-nine days after notice to him as aforesaid.

The powers of the sheriff under this section shall be exerciseable by him although he may not be at the time within the county.

Sect. 16.

In any case provided for by sections three, four, or five, if compensation is claimed under this Act, such compensation, as under any of those sections, is to be deemed to be substituted for compensation under this Act, if and so far as the same can consistently with the terms of the agreement, if any, be ascertained by the referees or the oversman, shall be awarded in respect of any improvements thereby provided for, and the award shall, when necessary, distinguish such improvements, and the amount awarded in respect thereof, and an award given under this section shall be subject to the appeal provided by this Act.

The two first paragraphs of the section correspond to sect. 18 of the English Act, except that there the umpire's time may be extended indefinitely; here it cannot be extended beyond forty-nine days after notice that the referees have failed to agree.

The third clause of the section practically includes sect. 11 of the English Act.

The last clause is identical with sect. 17 of the English Act.

Sect. 17.

Award to
give par-
ticulars.

17. The award shall not find due or decern for a sum generally for compensation, but shall, as far as reasonably may be, specify—

- (a.) The several improvements, acts, and things in respect whereof compensation is awarded, and the several matters and things taken into account in reduction or augmentation of such compensation;
- (b.) The time at which each of the improvements, acts, or things was executed, committed, permitted, or omitted;
- (c.) the sum awarded in respect of each improvement, act, matter, or thing; and

- (d.) Where the landlord desires to charge his estate with the amount of compensation found due to the tenant, the time at which, for the purposes of such charge, each improvement, act, or thing in respect of which compensation is awarded is to be deemed to be exhausted. Sect. 17.

Identical with sect. 19 of the English Act.

18. The expenses of and connected with the reference, including the remuneration of the referee or referees and oversman, and other proper expenses, shall be borne and paid by either party in whole or by the parties in such proportions as to the referee or referees or oversman appears just, regard being had to the reasonableness or unreasonableness of the claims of the parties or either of them, and to the whole circumstances of the case. Sect. 18.
Expenses
of refer-
ence.

The award may decern for the payment of the whole or any part of the expenses by either party to the other, and in that case the award shall specify the amount to be so paid.

The amount of the expenses shall be subject to taxation by the auditor of the sheriff court, on the application of either party, but that taxation shall be subject to review by the sheriff.

19. The award shall fix a day, not sooner than one month after the delivery of the award, for the payment of the money awarded for compensation, expenses, or otherwise. Sect. 19.
Day for
payment.

The 18th section is practically the same as sect. 20 of the English Act; the 19th is identical with sect. 21 of that Act.

Sect. 20.
Appeal to
sheriff.

20. Where the sum claimed for compensation exceeds one hundred pounds, either party may, within seven days after delivery of the award, appeal against it to the sheriff on all or any of the following grounds :

- (1.) That the award is invalid ;
- (2.) That the award proceeds wholly or in part upon an improper application of, or upon the omission properly to apply, the special provisions of sections three, four, or five of this Act ;
- (3.) That compensation has been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration, in respect of which the party claiming was not entitled to compensation ;
- (4.) That compensation has not been awarded for improvements, acts, or things, or for breaches of stipulations or agreements, or for committing or permitting deterioration in respect of which the party claiming was entitled to compensation ;

and the sheriff shall hear and determine the appeal, and may, in his discretion, remit the case to be reheard as to the whole or any part thereof by the referee or referees or oversman, with such directions as he may think fit.

If no appeal is so brought the award shall be final.

The decision of the sheriff on appeal shall be final.

This section corresponds to sect. 23 of the English Act, so far as relates to the grounds of appeal and the power of the

sheriff, which is the same as that given to the county court judge. It, however, makes the decision of the sheriff final, and gives no appeal from it on questions of law, as the English Act does from the decision of the county court judge. Sect. 20.

21. Where any money agreed or awarded or ordered on appeal to be paid for compensation, expenses, or otherwise, is not paid within one month after the time when it is agreed or awarded or ordered to be paid, it shall be competent to record the agreement or award in the books of the sheriff court, to the effect of enabling execution to pass thereon in common form as upon an extract registered bond or decree arbitral; and any order for payment made by a sheriff on appeal shall be enforced in the same manner as a decree for payment made under his ordinary jurisdiction is enforced. Sect. 21.
Recovery
of compen-
sation.

This corresponds to sect. 24 of the English Act, but that section only gives fourteen days for payment, this gives one month.

22. Where a landlord or a tenant is a pupil or minor, or is of unsound mind, not having a tutor, curator, or other guardian, the sheriff, on the application of any person interested, may appoint to him a tutor or curator for the purposes of this Act, and may recall the appointment of such tutor or curator and appoint another tutor or curator if and as occasion requires. Sect. 22.
Appoint-
ment of
guardian.

23. The Court of Session may by act of sederunt from time to time prescribe a scale of expenses for such proceedings in the sheriff court, and such ex- Sect. 23.
Expenses
in sheriff
courts.

- Sect. 23. penses shall be taxed by the auditor of the sheriff court.

These sections respectively correspond to sects. 25 and 27 of the English Act.

Charge of Tenant's Compensation.

Sect. 24.
Power for
landlord on
paying
compensa-
tion to
obtain
charge.

24. A landlord on paying to the tenant the amount due to him in respect of compensation under this Act, or in respect of compensation authorized by this Act to be substituted for compensation under this Act, or on his defraying himself the cost of improvements proposed to be executed by the tenant, shall be entitled to obtain from the sheriff authority to charge the holding, or the estate of which it forms part, in respect thereof.

The sheriff shall have power, on proof of the payment, and on being satisfied of the observance in good faith by the parties of the conditions imposed by this Act, to grant authority to the landlord to charge the holding, or the estate of which it forms part, by executing and registering in the register of sasines a bond and disposition in security over it for repayment of the amount paid, or any part thereof, with such interest, and by such instalments, as the sheriff may determine; or, if the landlord has only a leasehold interest in the holding, by executing and duly registering in the register of sasines an assignation of the lease in security and for repayment of the amount paid, or any part thereof, with such interest and by such instalments, as the sheriff may determine.

But, where the landlord obtaining the charge is

not absolute owner of the holding for his own benefit, no instalment or interest shall by such bond and disposition in security or assignation be made payable after the time when the improvement in respect whereof compensation is paid will, where an award has been made, be taken to have been exhausted according to the declaration of the award, and in any other case after the time when any such improvement will in the judgment of the sheriff, after hearing such evidence (if any) as he thinks expedient, have become exhausted; and such bond and disposition in security or assignation shall specify the times at which the total amount charged and each instalment thereof shall be payable. Sect. 24.

The instalments and interest shall be charged in favour of the landlord, his executors, administrators, and assignees.

Any charge under this section shall rank after all prior charges and burdens heritably secured upon the holding or estate.

Where a holding or estate is charged by the landlord under this section, such charge shall not be deemed to be a contravention of any prohibition against charging or burdening contained in the deed or instrument under which the holding or estate is held by the landlord.

The price of any entailed land sold under the provisions of the Entail Acts, where such price is entailed estate within the meaning of those Acts, may be applied by the landlord in respect of the remaining portion of the entailed estate, or in respect of any other estate belonging to him, and

- Sect. 24. entailed upon the same series of heirs, in payment of any expenditure and costs incurred by him in pursuance of this Act for executing or paying compensation for any improvement mentioned in the first or second parts of the schedule hereto, or in discharge of any charge with which the estate is burdened in pursuance of this Act in respect of such improvement.

This section corresponds to sect. 29 of the English Act. It, however, contains, which that section does not, a provision as to the priority of charges created under this section.

- Sect. 25. **25.** Any company now or hereafter incorporated by parliament, or incorporated under the Companies Acts, and having power to advance money for the improvement of land, or for the cultivation and farming of land, may make an advance of money upon a bond and disposition in security, or upon an assignation, as the case may be, executed by the authority of the sheriff under the provisions of this Act, upon such terms and conditions as may be agreed upon between such company and the person entitled to such charge; and such company may assign any charge so acquired by them to any person or persons whomsoever.

This corresponds to sect. 32 of the English Act.

- Sect. 26. **26.** The sum charged by the order of a sheriff under this Act shall be a charge on the holding or the estate of which it forms part for the landlord's interest therein, and for all interests therein subsequent to that of the landlord; provided that the charge shall not extend beyond the interest of

the landlord, his executors, administrators and assignees, where the landlord has only a leasehold interest in the holding. Sect. 26.

This corresponds to the 30th section of the English Act. There is no provision in the Scotch Act corresponding to the 31st section of the English Act, where the landlord is a trustee, or enabling the tenant to get a charge on the holding.

Removing for Non-payment of Rent.

27. In any case in which the landlord's right of hypothec for the rent has ceased and determined— Sect. 27.
Tenants to
be removed
only at le-
gal terms.
43 Vict.
c. 12.

When six months rent of the holding is due and unpaid, it shall be lawful for the landlord to raise an action of removing before the sheriff against the tenant, concluding for his removal from the holding at the term of Whitsunday or Martinmas next ensuing after the action is brought, and unless the arrears of rent then due are paid, or caution is found to the satisfaction of the sheriff for the same, and for one year's rent further, the sheriff may decern the tenant to remove, and eject him at such term in the same manner as if the lease were determined, and the tenant had been legally warned to remove.

A tenant so removed shall have the rights of an outgoing tenant to which he would have been entitled if his lease had naturally expired at such term of Whitsunday or Martinmas.

The second and third sections of the Hypothec Abolition (Scotland) Act, 1880, are hereby repealed, and the provisions of the fifth section of the Act of Sederunt anent Removing of the fourteenth day of December one thousand seven

Sect. 27. hundred and fifty-six shall not apply in any case in which the procedure under this section is competent.

There is no corresponding provision to this in the English Act.

Notice of Termination of Tenancy.

Sect. 28.
Notice of
termina-
tion of
tenancy.

28. Notwithstanding the expiration of the stipulated endurance of any lease, the tenancy shall not come to an end unless written notice has been given by either party to the other of his intention to bring the tenancy to an end—

(a.) In the case of leases for three years and upwards, not less than one year, nor more than two years, before the termination of the lease;

(b.) In the case of leases from year to year, or for any other period less than three years, not less than six months before the termination of the lease.

Failing such notice by either party the lease shall be held to be renewed by tacit relocation for another year, and thereafter from year to year.

Notice by the landlord to the tenant under this section shall be given in the form and manner prescribed by the Sheriff Courts (Scotland) Act, 1853, and shall come in place of the notice required by the said Act.

16 & 17
Vict. c. 80.

Provided that nothing contained in this section shall affect the right of the landlord to remove a tenant who has been sequestrated under the Bankruptcy (Scotland) Act, 1856, or who by failure to pay rent or otherwise has incurred any

irritancy of his lease, or other liability to be removed: Sect. 28.

The provisions relative to notice herein contained shall not apply to any stipulation in a lease entitling the landlord to resume land for building, planting, feuing, or other purposes, or to subjects let for any period less than a year.

This is the corresponding provision to sect. 33 of the English Act.

29. A tenant may by will, or other testamentary writing, bequeath his lease to any person (hereinafter called "the legatee"), subject to the following provisions:— Sect. 29.
Bequest of
lease.

(a.) The legatee shall intimate the testamentary bequest to the landlord or his known agent within twenty-one days after the death of the tenant, unless he is prevented by some unavoidable cause from making intimation within that time, and in that event he shall make intimation as soon as possible thereafter;

(b.) Intimation to the landlord or his known agent by the legatee shall import acceptance of the lease by the legatee;

(c.) Within one month after intimation has been made to the landlord or his known agent, he may intimate to the legatee that he objects to receive him as tenant under the lease;

If the landlord or his known agent makes no such intimation within one month, the lease shall be binding on the landlord and the legatee respectively as landlord and

Sect. 29.

tenant as from the date of the death of the deceased tenant;

(d.) If the landlord or his known agent intimates that he objects to receive the legatee as tenant under the lease, the legatee may present a petition to the sheriff, praying for decree declaring that he is tenant under the lease as from the date of the death of the deceased tenant, of which petition due notice shall be given to the landlord, who may enter appearance, and state his grounds of objection; and if any reasonable ground of objection is established to the satisfaction of the sheriff, he shall declare the bequest to be null and void; but otherwise he shall decern and declare in terms of the prayer of the petition.

(e.) The decision of the sheriff under such petition as aforesaid shall be final.

(f.) Pending any proceedings under this section, the legatee shall have possession of the holding, unless the sheriff shall otherwise direct on cause shown.

(g.) If the legatee does not accept the bequest, or if the bequest is declared to be null and void as aforesaid, the lease shall descend to the heir of the tenant in the same manner as if the bequest had not been made.

There is no clause corresponding to this in the English Act.

Sect. 30.

Tenant's
property in
fixtures,
machinery,
&c.

Fixtures.

30. Where after the commencement of this Act a tenant affixes to his holding any engine,

machinery, fencing, or other fixture, or erects any building for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, then such fixture or building shall be the property of and be removable by the tenant before or within a reasonable time after the termination of the tenancy: Sect. 30.

Provided as follows:—

1. Before the removal of any such fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all his other obligations to the landlord in respect to the holding ;
2. In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding ;
3. Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any building or other part of the holding by the removal ;
4. The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of the intention of the tenant to remove it ;
5. At any time before the expiration of such notice the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building specified in the notice given by the tenant as aforesaid, and any fixture or building thus elected to

Sect. 30.

be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by a reference under this Act, as in case of compensation (but without appeal).

This is identical with sect. 34 of the English Act.

Crown Lands.

Sect. 31.

Applica-
tion of Act
to Crown
lands.

31. This Act shall extend and apply to land belonging to her Majesty the Queen, her heirs and successors, in right of the Crown.

With respect to such land, for the purposes of this Act, the Commissioners of her Majesty's Woods, Forests, and Land Revenues, or one of them, or other the proper officer or body having charge of such land for the time being, or in case there is no such officer or body, then such person as her Majesty, her heirs or successors, may appoint in writing under the Royal Sign Manual, shall represent her Majesty, her heirs and successors, and shall be deemed to be the landlord.

Any compensation payable under this Act by the Commissioners of her Majesty's Woods, Forests, Land and Revenues, or either of them, in respect of an improvement of the first class, shall be deemed to be payable in respect of an improvement of land within section one of the Crown Lands Act, 1866, and the amount thereof shall be charged and repaid as in that section provided

with respect to the costs, charges, and expenses therein mentioned. Sect. 31.

Any compensation payable under this Act by those Commissioners, or either of them, in respect of an improvement of the second class, or of the third class, shall be deemed to be part of the expenses of the management of the Land Revenues of the Crown, and shall be payable by those Commissioners out of such money and in such manner as the last-mentioned expenses are by law payable.

Identical with sect. 35 of the English Act. This has been copied from the 1875 Act, sect. 45, without altering the 1st, 2nd and 3rd class improvements into improvements in parts 1, 2, and 3 of the schedule.

Ecclesiastical and Charity Lands.

32. The powers by this Act conferred on a landlord shall not be exercised by ministers in respect of their glebes, except with the previous approval in writing of the Presbytery of the bounds, and shall not be exercised by trustees for ecclesiastical, educational, or charitable purposes, except with the previous approval in writing of one of her Majesty's Principal Secretaries of State. Sect. 32.
Consents in
case of
glebes, &c.

This corresponds with sects. 39 & 40 of the English Act.

33. Subject to the provisions of this Act in relation to Crown, ecclesiastical, and charity lands, a landlord, whatever may be his estate or interest in his holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act which he Sect. 33.
Provision
as to
limited
owners.

- Sect. 33. might give or make or do or have done to him if he were absolute owner of the holding.

This is almost identical with sect. 42 of the English Act.

General Provisions.

- Sect. 34. **34.** This Act shall come into force on the first day of January one thousand eight hundred and eighty-four, which day is in this Act referred to as the commencement of this Act.

- Sect. 35. **35.** Nothing in this Act shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue pastoral, or in whole or in part cultivated as a market garden, or to any holding let to the tenant during his continuance in any office, appointment or employment of the landlord.

- Sect. 36. **36.** Any contract or agreement made by a tenant by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement specified in the schedule hereto (except an agreement providing such compensation as is by this Act permitted to be substituted for compensation under this Act) shall, so far as it deprives him of such right, be void.

- Sect. 37. **37.** Where an incoming tenant has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, such incoming tenant

shall be entitled on quitting the holding to claim compensation in respect of such improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained in the tenancy, and quitted the holding at the time at which the incoming tenant quits the same. Sect. 37.

38. A tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorized by this Act in respect of any improvement for which he is entitled to compensation under this Act, but where he is not entitled to compensation under this Act he may recover compensation under any agreement or custom in the same manner as if this Act had not passed. Sect. 38.
Compensation under this Act to be exclusive.

39. A tenant who has remained in his holding during a change or changes of tenancy shall not thereafter on quitting his holding at the determination of a tenancy be deprived of his right to claim compensation in respect of improvements by reason only that such improvements were made during a former tenancy or tenancies and not during the tenancy at the determination of which he is quitting. Sect. 39.
Provision as to change of tenancy.

40. Except as in this Act expressed, nothing in this Act shall take away, abridge, or prejudicially affect any power, right or remedy of a landlord, tenant or other person vested in or exercisable by him by virtue of any other Act or law, or under any custom of the country, or Sect. 40.
General saving of rights.

Sect. 40. otherwise, in respect of a lease or other contract, or of any improvements, deteriorations, away-going crops, fixtures, tax, rate, teind, rent, or other thing.

These sections respectively correspond and are practically identical with sects. 53, 54, 55, 56, 57, 58 and 60 of the English Act.

Sect. 41. **41.** It shall be no objection to the validity of any consent in writing or agreement in writing within the provisions of this Act signed by the party or parties thereto or by any person or persons authorized by him or them that such consent or agreement has not been executed in accordance with the statutes regulating the execution of deeds in Scotland.

Consents,
&c., not
subject to
statutes
regulating
execution
of deeds.

There is no corresponding power to this in the English Act.

Sect. 42.
Interpre-
tation.

42. In this Act—

“Lease” means a letting of or agreement for the letting land for a term of years, or for lives, or for lives and years, or from year to year :

A tenancy from year to year under a lease current at the commencement of the Act shall for the purposes of this Act be deemed to continue to be a tenancy under a lease current at the commencement of this Act until the first day after the commencement of this Act, on which either the landlord or tenant of such tenancy could, the one by giving notice to the other, cause such tenancy to determine, and on and after such day as

aforesaid shall be deemed to be a tenancy Sect. 42.
under a contract of tenancy beginning after
the commencement of this Act :

“Determination of tenancy” means the termination of a lease by reason of effluxion of time, or from any other cause :

“Landlord” in relation to a holding means any person for the time being entitled to receive the rents and profits of or to take possession of any holding :

“Tenant” means the holder of land under a lease :

“Landlord” or “tenant” includes the executors, administrators, assignees, legatee, disponent, or next-of-kin, husband, guardian, curator bonis, or trustees in bankruptcy, of a landlord or tenant :

“Holding” means any piece of land held by a tenant :

“Absolute owner” means the owner or person capable of disposing, by disposition or otherwise, of the fee simple or, dominium utile, of the whole interest of or in land, although the land or his interest therein is burdened, charged, or encumbered :

“Person” includes a body of persons and a corporation :

“Sheriff Courts (Scotland) Act, 1853, means an Act passed in the sixteenth and seventeenth year of her present Majesty’s reign, chapter eighty, intituled “An Act to facilitate procedure in the Sheriff Courts in Scotland” :

Sect. 42. "Companies Acts" means the Companies Acts, 1862 to 1880, and any Act amending the same :

"Sheriff" includes sheriff substitute.

The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under this Act in respect of compensation for improvements.

This corresponds to sect. 61 of the English Act. There are important differences in the definition of landlord and tenant. The definition of landlord or tenant is confined to tenant in the English Act, and the definition of absolute owner is omitted. The definition of manures in the English Act is not included in the Scotch Act.

Sect. 43. **43.** This Act may be cited for all purposes as the Agricultural Holdings (Scotland) Act, 1883, and shall apply to Scotland only.

Short title of Act.

Corresponds to sects. 63 and 64 of the English Act.

SCHEDULE.

Part I.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED.

- (1.) Erection or enlargement of building.
- (2.) Formation of silos.
- (3.) Laying down of permanent pasture.
- (4.) Making of water meadows or works of irrigation.
- (5.) Making of gardens.
- (6.) Making or improving of roads or bridges.
- (7.) Making or improving of watercourses, ponds, wells or reservoirs, or of works for supply of water for agricultural or domestic purposes.

- (8.) Making of permanent fences. Part I.
- (9.) Reclamation of waste land.
- (10.) Weiring or embanking of lands and sluices against floods.

This corresponds to the 1st schedule to the English Act, except that four items included in the English Act, making and planting osier beds, planting hops, planting orchards and fruit bushes, and warping land, are omitted. In the English Act making fences is the item; here it is making permanent fences, and the item of weiring is added to embanking land.

PART II.

Part II.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO
LANDLORD IS REQUIRED.

- (11.) Drainage.

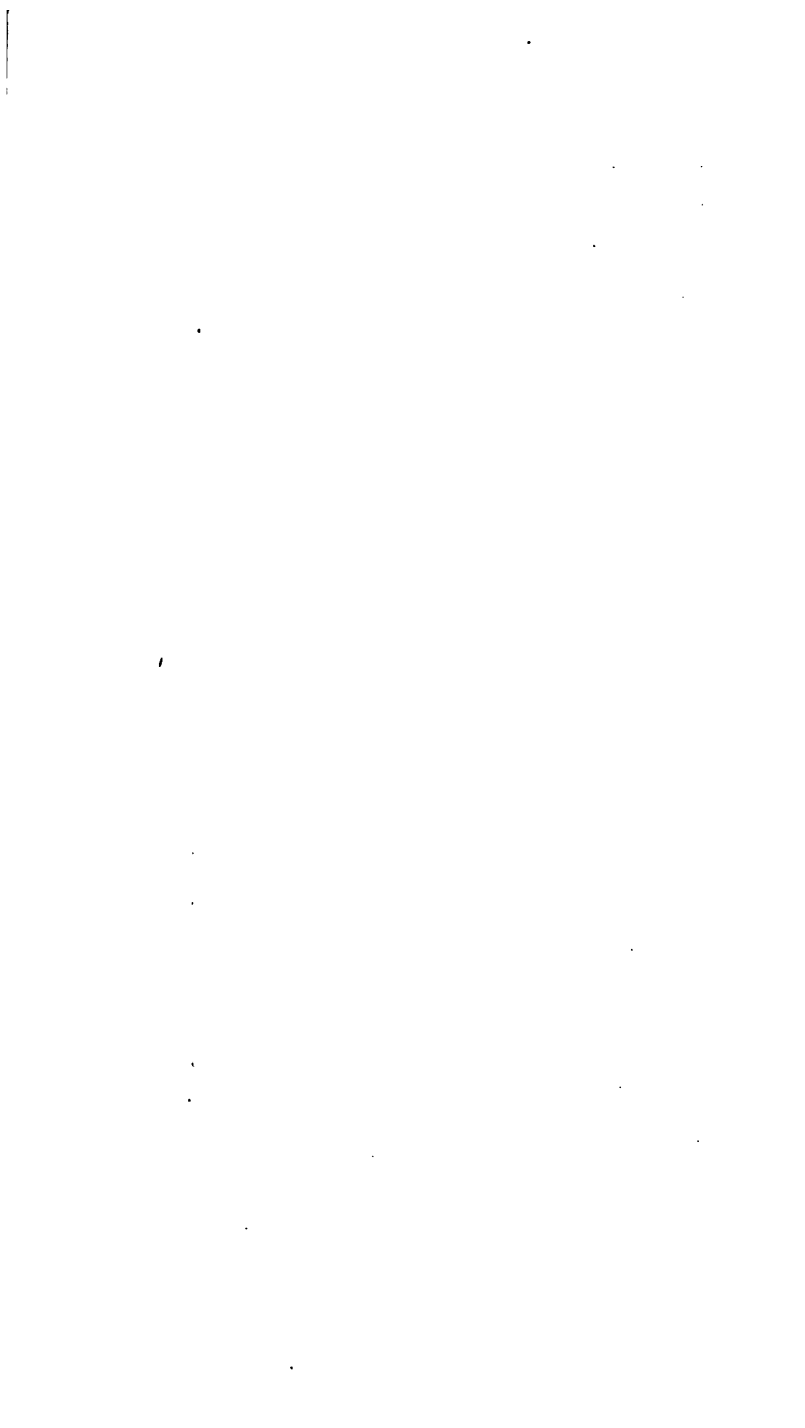
PART III.

Part III.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS
NOT REQUIRED.

- (12.) Boning of land with undissolved bones.
- (13.) Clayeing of land or spreading blaes upon land.
- (14.) Liming of land.
- (15.) Marling of land.
- (16.) Application to land of purchased artificial or other purchased manure.
- (17.) Consumption on the holding by cattle, sheep or pigs of cake or other feeding stuff not produced on the holding.

The second part is identical with the second part of the English Act. In the third part the English Act includes chalking and clay-burning, which are omitted here; while in addition to clayeing land, spreading blaes on land is added here, which is not in the English Act.



APPENDIX.

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STATUTES.

CROWN LANDS ACT, 1866.

(29 & 30 VICT. c. 62, s. 1.)

Pages 261,
318.Power to
Treasury
to direct
cost of im-
prove-
ments to be
charged to
capital,
and repaid
out of in-
come.

WHERE at any time, after the passing of this Act, any operation, work, matter or thing, being within the description of the improvement of land contained in section 9 of the Act of the session of the twenty-seventh and twenty-eight years of her Majesty's reign, chap. 114 (The Improvement of Land Act, 1864), is affected or done in or with reference to any part of the possessions and land revenues of the Crown under the management of the Commissioners of her Majesty's Woods, Forests, and Land Revenues (hereinafter in this Act referred to as the Commissioners of Woods), the Commissioners of her Majesty's Treasury (hereinafter in this Act referred to as the Commissioners of the Treasury), may, if they think fit, direct with respect to any such operation, work, matter or thing, that the costs, charges and expenses of and connected with the same shall be charged as a principal sum to the account of the capital of the land revenue of the crown, but, in every case where such direction is given, the principal sum so charged shall be repaid out of the income of the land revenue of the crown, in such manner and within such time as in each case the Commissioners of the Treasury from time to time direct; so, nevertheless, that in every case provision be made for the complete repayment of principal out of income as aforesaid, within a period not exceeding thirty years from the time at which the principal sum becomes a charge as aforesaid.

(57 GEO. 3, c. 97, s. 25.)

AND whereas there are certain sums or funds standing in the books of the governor and company of the Bank of England in the 3*l*. per cent. consolidated annuities in the name or to the account of the Duchy of Lancaster, which have arisen and been produced by sales of certain parts of the possessions of the said duchy, and it will tend to the improvement of other parts of the possessions of the said duchy if a sufficient part of the said bank annuities was sold, and the produce thereof applied in the manner and for the purposes hereinafter mentioned: Be it therefore enacted, that it shall and may be lawful to and for the chancellor and council of the Duchy of Lancaster, by any order or orders to be made in Court of Revenue of the said duchy, from time to time to order or direct that any part or parts of the 3*l*. per cent. consolidated annuities now standing, or which may hereafter stand in the books of the governor and company of the Bank of England in the name or to the account of the said Duchy of Lancaster, shall be sold and disposed of, and that the monies arising by any such sale or sales shall be applied and appropriated in or towards payment, satisfaction and discharge of any sum or sums of money or expenses which shall be incurred in the division, inclosure, drainage, embankment, or other improvement of any messuages, lands or tenements belonging to his Majesty, his heirs or successors, in right of his said duchy, which shall be certified by the surveyor-general of the said duchy upon oath, to be filed in the duchy office, to be proper, necessary, advantageous and beneficial to his Majesty's said possessions; and the governor and company of the Bank of England shall, and they are hereby authorized and required upon requisition to them for that purpose to be made by any order or orders of the said chancellor and council, and under the hand of the attorney-general of the said duchy, to permit such person as shall in and by such order be named and empowered for that purpose to make

Page 262.
Chancellor
and Council
of the
Duchy of
Lancaster
may sell
part of
their
funded
stocks, and
apply the
money to-
wards the
improve-
ment of the
lands, &c.,
belonging
to the said
duchy.

57 Geo. 3, any sale or sales, transfer or transfers of all or any
c. 97, s. 25. part of the said bank annuities which now do or shall
hereafter stand in the books of the said governor and
company in the name or to the account of the Duchy
of Lancaster, and which sale or sales, transfer or
transfers, being made by the person so to be autho-
rized by the signature of his own proper name for
and on the behalf of the king's Majesty in right of
his Duchy of Lancaster, shall be valid, legal and
effectual for the sale or transfer of the said annuities,
anything in any Act or Acts of Parliament, or any
practice, usage or custom, to the contrary notwith-
standing.

DUCHY OF CORNWALL MANAGEMENT
ACT, 1863.

(26 & 27 VICT. c. 49, s. 8.)

ALL gross sums of money to arise and be received under the authority of this Act for or in respect of any sale, disposal or enfranchisement of any of the possessions of the said duchy shall be applied in the payment of the expenses on the part of the Duke of Cornwall of or relating to such sale, disposal or enfranchisement, and in payment of the purchase-moneys of any manors, lordships, advowsons, messuages, lands, mines, minerals, tenements, hereditaments, rents, pensions, annuities, rights of common or mining, or other charges or rights to be purchased under the authority of this act, and in payment of the expenses in or relating to such purchases, or in the redemption of land tax chargeable upon or affecting any of the possessions for the time being of the Duchy of Cornwall; and the expenses attending the same, and all contracts for such redemption, may be entered into by the Lord Warden for the time being of the stannaries in Cornwall and Devon, or such other person as the Duke of Cornwall shall or may by sign manual, warrant, or otherwise, nominate or depute for that purpose, and any part of such gross sums of money may be from time to time advanced and applied for the purpose of permanently improving the possessions for the time being of the Duchy of Cornwall by enclosure, or erecting buildings, or executing drainage or other works thereon: Provided always, that all sums so to be advanced for improvements shall be a charge upon and be repaid from the revenues of the said duchy to the account of the Duchy of Cornwall at the Bank of England, by annual instalments of not less than one-thirtieth part thereof in every year; and it shall be the duty of the receiver-general of the Duchy of Cornwall and he is hereby required to see that such annual instalments are paid accordingly, and such annual instalments shall be applicable in like manner as if the same had been sums

Page 263.
Applica-
tion of the
moneys to
arise from
sales, &c.

26 & 27
Vict. c. 49,
s. 8. of money arising by sales of parts of the possessions
of the duchy for gross sums under the powers of
sale hereinbefore contained: Provided always that
the amount advanced for improvements as aforesaid,
and not repaid, shall not at any one time exceed the
sum of thirty thousand pounds.

FIXTURES.

(14 & 15 VICT. c. 25, s. 3.)

If any tenant of a farm or lands shall, after the passing of this Act, with the consent in writing of the landlord for the time being, at his own cost and expense, erect any farm building, either detached or otherwise, or put up any other building, engine or machinery, either for agricultural purposes or for the purposes of trade and agriculture (which shall not have been erected or put up in pursuance of some obligation in that behalf), then all such buildings, engines and machinery shall be the property of the tenant and shall be removable by him, notwithstanding the same may consist of separate buildings, or that the same or any part thereof may be built in or permanently fixed to the soil, so as the tenant making any such removal do not in anywise injure the land or buildings belonging to the landlord, or otherwise do put the same in like plight and condition, or as good plight and condition as the same were in before the erection of anything so removed. Provided, nevertheless, that no tenant shall, under the provision last aforesaid, be entitled to remove any such matter or thing as aforesaid without first giving to the landlord or his agent one month's previous notice in writing of his intention so to do; and thereupon it shall be lawful for the landlord, or his agent on his authority, to elect to purchase the matters and things so proposed to be removed, or any of them, and the right to remove the same shall thereby cease and the same shall belong to the landlord, and the value thereof shall be ascertained and determined by two referees, one to be chosen by each party, or by an umpire to be named by such referees, and shall be paid or allowed in account by the landlord who shall have so elected to purchase the same.

Tenant
may re-
move
buildings
erected by
him on
farms,
unless
landlord
elect to
take them.

DISTRESS.

(2 WILLIAM & MARY, SESS. 1, C. 5, S. 2.)

Goods dis-
trained for
rent may
be ap-
praised
and sold.

From and after the first day of June, 1690, where any goods or chattels shall be distrained for any rent reserved and due upon any demised lease or contract whatsoever, and the tenant or owner of the goods so distrained shall not, within five days next after such distress taken and notice thereof (with the cause of such taking) left at the chief mansion house or other most notorious place on the premises charged with the rent distrained for, replevy the same with sufficient security to be given to the sheriff according to law; that then in such case, after such distress and notice as aforesaid and expiration of the said five days, the person distraining shall and may, with the sheriff or under sheriff of the county or with the constable of the hundred, parish, or place where such distress shall be taken (who are hereby required to be aiding and assisting therein), cause the goods and chattels so distrained to be appraised by two sworn appraisers (whom such sheriff, under sheriff, or constable are hereby empowered to swear) to appraise the same truly according to the best of their understandings, and after such appraisement shall and may lawfully sell the goods and chattels so distrained for the best price can be gotten for the same towards satisfaction of the rent for which the said goods and chattels shall be distrained and of the charges of such distress, appraisement, and sale, leaving the overplus (if any) in the hands of the said sheriff, under sheriff, or constable for the owner's use.

11 GEO. 2, c. 19, s. 19.

And whereas it hath sometimes happened that upon a distress made for rent justly due the directions of the statute made in the second year of the reign of King William and Queen Mary, intituled "An Act for enabling the Sale of Goods Distrained for Rent in case the Rent be not paid within a reasonable Time," have not been strictly pursued; but through mistake or inadvertency of the landlord or other person entitled to such rent and distraining for the same, or of the bailiff or agent of such landlord or other person, some irregularity or tortious act hath been afterwards done in the disposition of the distress so seized or taken as aforesaid, for which irregularity or tortious act the party distraining hath been deemed a trespasser *ab initio*, and in an action brought against him as such the plaintiff hath been entitled to recover and has actually recovered the full value of the rent for which such distress was taken. And whereas it is a very great hardship upon landlords and other persons entitled to rents that a distress duly made should be thus in effect avoided for any subsequent irregularity: Be it enacted that from and after the said 24th day of June, in the year of our Lord, 1738, where any distress shall be made for any kind of rent justly due, and any irregularity or unlawful act shall be afterwards done by the party or parties distraining, or by his, her, or their agents, the distress itself shall not be deemed to be unlawful, nor the party or parties making it be therefore deemed a trespasser or trespassers *ab initio*; but the party or parties aggrieved by such unlawful act or irregularity shall or may recover full satisfaction for the special damage he, she, or they shall have sustained thereby and no more in any action or trespass or on the case at the election of the plaintiff or plaintiffs: Provided always, that where the plaintiff or plaintiffs shall recover in such action he, she, or they shall be paid his, her, or their full costs of suit and have all the like remedies for the same as in other cases of costs.

Distresses
for rent
not unlaw-
ful, &c. for
any irregu-
larity in
the dispo-
sition of
them.

List of
land com-
panies.

LIST OF COMPANIES WHO ADVANCE MONEY FOR IMPROVING LAND.

Land Improvement Acts under the control of the Land Commissioners for England:—

“The General Land Drainage and Improvement Company” (confined to England and Wales), 12 & 13 Vict. c. 91.

Offices—22, Whitehall Place, S.W.

R. E. Hebblethwaite, Esq., Secretary.

“The Lands Improvement Company,” 16 & 17 Vict. c. 154; 18 & 19 Vict. c. 84; 22 & 23 Vict. c. 82; 26 & 27 Vict. c. 140.

Offices—1, Great George Street, Westminster, S.W.

Granville R. Ryder, Esq., M.P., Managing Director.

“The Scottish Drainage and Improvement Company” (confined to Scotland), 19 & 20 Vict. c. 70; 23 & 24 Vict. c. 170.

Offices—20, Hill Street, Edinburgh.

Charles Ritchie, Esq., Managing Director.

“The Land Loan and Enfranchisement Company,” 23 & 24 Vict. cc. 169, 194.

Offices—22, Great George Street, Westminster, S.W.

Thomas Pain, Esq., Managing Director.

PUBLIC ACTS.

“Land Drainage Act, 1861,” 24 & 25 Vict. c. 133.

Offices—3, St. James's Square, S.W.

“Improvement of Land Act, 1864,” 27 & 28 Vict. c. 114.

Offices—3, St. James's Square, S.W.

“Limited Owners' Residences Act,” 33 & 34 Vict. c. 56; 34 & 35 Vict. c. 84.

Offices—3, St. James's Square, S.W.

“Limited Owners' Reservoirs Act,” 40 & 41 Vict. c. 31.

Offices—3, St. James's Square, S.W.

“The Agricultural Improvements Association.”

Offices—6, John Street, Adelphi, London, W.C.

Matthew R. Bigge, Esq., F.G.S., Secretary.

This association has been formed to assist landowners who may desire it in carrying out the provisions of the above three last-mentioned Acts.

FORMS.

No. 1.—*Request to Landlord to consent to Improvement made before January, 1884, being subject to Compensation under 1883 Act.* Sect. 2, p. 209.

I, the undersigned, the tenant of the farm known as Blackacre, in the parish of _____, in the county of _____, hereby request that you, as landlord of the said farm, will give your consent in writing to the improvement consisting of [*here mention the improvement, it must be one of the fourteen mentioned in Part I. of the first schedule, or drainage*], which was executed by me in the year 18 _____ [*fill in date, it must be since the 1st January, 1874*], and in respect of which I am not entitled under any contract, custom, or the Agricultural Holdings (England) Act, 1875, to any compensation.

Dated the _____ day of _____, 1884.

[*The request must be made before 1st January, 1884.*]

A. B., tenant.

To C. D., Esq., the landlord.

[*This had better be sent to the landlord himself, not to the agent.*]

No. 2.—*Consent by Landlord to Improvement made before 1st January, 1884, being subject to Compensation under the Act of 1883.* Sect. 2, p. 209.

I, the undersigned, the landlord of the farm known as Blackacre, situate in the parish of _____, in the county of _____, do hereby declare that I consent to the making of a certain improvement consisting of [*here specify the improvement accurately, it must be one of the fourteen mentioned in Part I. of the first schedule, or drainage, as the laying down the field called _____, containing a. r. p. in permanent pasture, or erecting a cowshed at a cost of £ _____, or making a fence along the south side of the field known as _____*], executed by you in the year 18 _____ [*since the 1st January, 1874*], and in respect of which improvement you are not entitled under any contract, custom, or the Agricultural Holdings (England) Act,

B.

Z

Sect. 2,
p. 209.

1875, to any compensation, so that, upon quitting the said farm on the determination of your tenancy, you may claim compensation for such improvement under the Agricultural Holdings (England) Act, 1883.

Dated the day of , 1883.

[*This must be before 1st January, 1884.*]

C. D., landlord.

- [*The landlord himself, that is, the person entitled to the receipt of the rent, must sign this, his agent's signature will not do.*]

To Mr. A. B., tenant of Blackacre.

[It is doubtful if the landlord has any power to impose any conditions as to his consent in this case, he must either give it or refuse it; for future improvements he can impose terms, but it is doubtful if he can for past.]

Sect. 3,
p. 212.

No. 3.—*Consent by Landlord to Tenant making an Improvement mentioned in Part I. of the First Schedule.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby [*or if by agent, I hereby on behalf of A. B., the landlord*] consent to your executing on the farm you hold from me [*or if by agent, from A. B.*] the following improvement [*here specify precisely the improvement, one of the fourteen mentioned in Part I. of the first schedule, as, e. g., erecting a new cow-house at your homestead at a cost of £ , or enlarging the cart-horse stable at your homestead at a cost of £ , or planting the two acres of the field called the Holt Meadow, adjoining the brook, with osiers*], upon the following terms and conditions, that is to say [*here state the terms, e. g., that you shall haul gratuitously all materials required in the erection of the said cow-house, and find at your own cost the labour for erecting the same; that the said improvement shall be deemed to be exhausted in ten years, and if your tenancy of the said farm extends over ten years, you shall not be entitled to any compensation in respect of such improvement [any condition, except a condition absolutely depriving the tenant of all compensation, can be inserted].*]

Dated the day of , 18 .

Signed A. B.

Landlord of the said farm, or E. F.,
agent for the said A. B., the
landlord of the said premises.

To C. D., the tenant of the said
farm known as Blackacre.

No. 4.—*Agreement as to Execution of Improvements in* Sect. 3,
First Part of 1st Schedule. p. 212.

An Agreement made and entered into the _____ day of _____, 18____, between A. B. [*landlord or his agent*] of the one part, and C. D. [*the tenant*] of the other part:

Whereas the said C. D., being desirous of executing the following improvements [or the improvements specified in the schedule hereto] on the farm known as Blackacre, in the parish of _____, in the county of _____, that is to say, [specify the proposed improvements as accurately as possible] has applied to the said A. B., as landlord of the said farm, for his consent to the execution of the said improvements, which the said A. B. has agreed to give upon the terms and conditions hereinafter contained: Now it is hereby agreed and declared by and between the parties hereto, that the said C. D. shall execute the said improvements at a cost not exceeding £ _____, within _____ from the date of these presents, such improvements to be executed to the satisfaction of E. F., the agent of the said A. B., in all respects; on the certificate of the said E. F. that the said improvements have been executed to his satisfaction, the said A. B. hereby agrees that the said C. D. shall be entitled if his tenancy of the said farm shall expire within _____ years from the date of such certificate, to be paid such sum, not exceeding £ _____, as in the opinion of the valuer appointed under the Agricultural Holdings (England) Act, 1883, represents the value of such improvements to an incoming tenant; but if the said tenancy shall continue beyond _____ years from the date of such certificate, then the said C. D. shall not be entitled to receive any compensation whatever in respect thereof, but the value of the same shall be deemed to be exhausted [or insert any terms and conditions that the landlord or his agent think fit to impose, provided the tenant receive some return for the improvements]. In witness, &c.

[This agreement will require a stamp.]

No. 5.—Notice by the Tenant of his Intention to execute Drainage Works. Sect. 4,
p. 213.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I intend within three months from the date hereof to execute the drainage works on the farm known as Blackacre, situate in the parish of _____, in the county of _____, which I rent from you [or from A. B.] that are mentioned in the schedule to this notice; and further

Sect. 4,
p. 213.

take notice that I intend to do the said drainage in the manner specified in the said schedule, and on the plan annexed to this notice.

Dated the day of , 18 .
(Signed) C. D.

Tenant of the said Blackacre Farm.

To A. B. [*fill in address*], the landlord
of the said farm, or To G. H. [*fill in
address*], agent for A. B., the landlord
of the said farm.

The SCHEDULE above referred to.

Name of Field.

Mode of Draining.

Calf's Close . . . Main drain in position shown on
plan, 6-inch pipes, depth 5 to 6
feet. Main drains feet apart,
fall feet. Cross drains, in po-
sition shown on plan, 4-inch pipes,
depth 3 to 4 feet. Cross drains
feet apart, fall feet.

[And so on, describing each field, and the drains pro-
posed to be placed in each, with the size of pipe, distance
of the drains apart, depth of drain, fall, &c.]

The plan will show each of the drains, and the directions,
outfall and all other necessary details.]

The notice must be given not more than three months,
and not less than two months, before the work is begun.

Sect. 4,
p. 213.

No. 6.—*Agreement as to the Mode of Executing
Drainage Works.*

An Agreement made and entered into the day of
 , 188 , between A. B. of , of the one part,
and C. D. of , of the other part: Whereas the
said C. D., the tenant of the farm known as Blackacre,
situate in the parish of , in the county of , has
by notice in writing dated the day of , 18 ,
to the said A. B., the landlord of the said farm, under the
provisions of the Agricultural Holdings (England) Act,
1883, intimated his intention of executing certain drain-
age works on the said farm, the particulars of which, and
the manner in which the said C. D. proposed to execute
the same, are specified in the schedule to the said notice.
And whereas the said A. B. has determined to execute
the said drainage work at his own cost [*or, to find the
materials for such drainage works, or as the case may be*]
or, And whereas the said A. B. and C. D. have agreed
that the cost of executing such drainage works shall be

borne in the manner hereinafter mentioned: Now these Sect. 4,
presents witness, and it is hereby agreed and declared by p. 213.
and between the parties hereto:

1. The cost of the said drainage works shall not exceed the sum of £ .

2. Such drainage works shall be executed to the satisfaction of the agent of the said A. B., and upon the completion of the said works to the satisfaction of the said agent, the said C. D. shall be entitled to an annual payment of £ . for the next . years, providing the tenancy of the said farm called Blackacre shall so long continue.

3. If the said C. D.'s tenancy of the said farm shall cease before the expiration of the said . years, then he shall be entitled to receive on the expiration of his tenancy such sum as with the annual payment already received will make up the sum of £ .

4. The sum of £ . shall be deemed to be the full amount the said C. D. shall be entitled to receive in respect of compensation for the said drainage works, and no further claim shall be made by the said C. D., his executors, administrators or assigns under the Agricultural Holdings (England) Act, 1883, or under any custom, agreement or otherwise. In witness, &c.

[The terms in the agreement must be varied to meet the circumstances of each case; if the drainage is not to be done as specified in the notice, it will be well to specify in the agreement how it is to be done. A clause like the last, providing that the compensation by the agreement shall be full compensation, and no further claim be made, should be always inserted. The agreement will require a stamp.]

No. 7.—*Withdrawal of Notice by Tenant as to Drainage.*

Sect. 4,
p. 214.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I withdraw the notice dated the . day of ., 18 ., given by me to you, specifying certain drainage works that I proposed to execute on the farm known as Blackacre; and it is not my intention to proceed with the execution of such works.

Dated the . day of ., 18 .
(Signed) . C. D., tenant.

To A. B., the landlord.

Sect. 4,
p. 213.

No. 8.—*Undertaking by Landlord to Execute Drainage Works.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I undertake to execute the necessary drainage works on the farm known as Blackacre, in the parish of _____, in the county of _____, in a reasonable and proper manner; and I hereby require you not to proceed with the works mentioned in your notice to me dated the _____ day of _____, 18 _____.

Dated the _____ day of _____, 18 _____.
(Signed) A. B., the landlord.

To C. D., tenant.

Sect. 4,
p. 213.

No. 9.—*Notice of Charge for Executing Drainage Works.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I have, in pursuance of the notice given by you to me dated the _____ day of _____, 18 _____, as to drainage works on the farm called Blackacre, which you hold of me, executed all reasonable and proper drainage works thereon, and that I have expended in the execution of such works the sum of £ _____; and I hereby in pursuance of the provisions of the said Act require you to pay me interest at the rate of £5 per cent. per annum on the said sum of £ _____ from the date of this notice [or to pay me, my executors, administrators and assigns the annual sum of £ _____, being such sum as with interest at the rate of £3 per cent. per annum will repay me the said sum of £ _____ in twenty-five years from the date hereof.]

Dated the _____ day of _____, 18 _____.
(Signed) A. B., landlord.

To C. D., the tenant.

Sect. 4,
p. 214.

No. 10.—*Agreement as to Draining.*

(a) [If in the lease or agreement—]

And it is hereby agreed and declared that any drainage that it may be found necessary to do upon the said farm shall be paid for in the following way:—[*here state the terms of payment that may be agreed upon*], and that the said payment shall be in full satisfaction of any claim by the tenant for compensation for drainage under the Agricultural Holdings (England) Act, 1883, and that

the tenant, his executors, administrators or assigns shall not be entitled to claim any compensation on quitting the said farm on the determination of the tenancy hereby created in respect of such drainage other than that which is hereinbefore provided. Sect. 4,
p. 214.

(b) [If in a separate agreement—]

An Agreement made and entered into the day of , 18 , between A. B. of [the landlord] of the one part, and C. D. of [the tenant] of the other part:

Whereas the said landlord and tenant have agreed that the drainage works specified in the schedule hereto shall be executed on the farm known as Blackacre in the parish of , in the county of , of which the said C. D. is tenant to the said A. B. : Now it is hereby agreed and declared by and between the parties hereto that the said drainage works shall be executed, and the cost thereof paid in manner following:—

1. The said works to be completed in in the manner mentioned in the schedule hereto to the satisfaction of the said A. B. or his agent.

2. [State how the cost is to be borne.]

3. The tenant hereby agrees that the mode of executing the said drainage works herein mentioned shall be taken by him, his executors, administrators and assigns as fully compensating him or them for any claim for or in respect of the execution of the said works, and that the said tenant, his executors, administrators and assigns will not on quitting the said farm on the determination of the said tenancy make any claim or demand for compensation in respect of any such drainage works.

In witness, &c.

A. B.

C. D.

The SCHEDULE above referred to.

[This will require a stamp.]

No. 11.—*General Heading for Notices, &c., in References.*

In the Matter of the Agricultural Holdings
(England) Act, 1883,
and .

In the Matter of a Claim for Compensation by
A. B. of [fill in address] against C. D. of
[fill in address].

Or,

In the Matter of a Reference under the said Act.

Between A. B. [the tenant],

and

C. D. [the landlord].

Sect. 7,
p. 224.

No. 12.—*Notice by Tenant to Landlord of the Tenant's intention to claim Compensation.*

Take notice that in pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, A. B., [or we C. D. and E. F., the executors or administrators of A. B. or G. H., the trustees in bankruptcy of A. B. late of or as the case may be] of [fill in address] intend on quitting my holding on the determination of my tenancy on the day of 18 , to claim from you, as the landlord of the said holding, compensation in respect of the following improvements executed thereon: [here state improvements in respect of which compensation is claimed, as, planting the little orchard containing 4A. 3R. 20P. with apple trees, for which I claim £50. Making a road from my homestead to the great field, for which I claim £100. Draining the field called the Four Acres, containing 5A. 0R. 10P., for which I claim £20. Boning the barn piece with undissolved bones, for which I claim £15. For twenty tons of guano applied to the arable land in the years 1881, 1882 and 1883, for which I claim £200. For forty tons of linseed cake consumed on the holding in the years 1880, 1882 and 1883, for which I claim £200, or as the case may be].

Dated the day of , 18 [at least two months before the termination of the tenancy].

(Signed) A. B.,

Tenant of the above-mentioned farm, [or C. D. and E. F., executors of A. B., the tenant of the said farm, or G. H., trustee in bankruptcy of the said A. B., the tenant of the above-mentioned farm, or as may be].

To X. Y. [fill in address],
landlord of the said farm.

Care should be taken to include all that can possibly be included, as the tenant cannot afterwards claim for the omitted items.

Sect. 7,
p. 224.

No. 13.—*Landlord's Counter-Notice of his intention to claim Compensation.*

Take notice that in pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, and in consequence of the receipt of your notice of the day of , 18 [fill in date of tenant's notice claiming compensation], I, the undersigned X. Y., the landlord of the said holding, intend, on you quitting the said holding on the determination of your tenancy, to claim from you compensation in respect of the following matters.

£200 for the breach of covenants contained in an indenture of lease dated the day of , 18 , and expressed to be made between of the one part, and

you the said A. B. of the other part. £50 for mowing the meadow known as Broadlands twice in the year 18 . . . Sect. 7, p. 224.
£100 for taking two white crops in succession from the field known as the Barn Close in the year 1882 and the year 1883. £150 for permitting the cow-house to fall into decay by reason of non-repair, you having been found materials in the rough for that purpose. £100 for cutting down four elm trees in the hedge between the Four Acres and the Barn Close [or as may be].

Dated the day of 18 . . . [This must be within fourteen days after the receipt of the tenant's notice.]

(Signed) X. Y.,

Landlord of the said holding.

To Mr. A. B. of [fill in address],
tenant of the said holding.

No. 14.—*Tenant's Claim for Compensation.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, A. B. [fill in name and address], tenant of the farm called Blackacre, situate in the parish of , in the county of , claim from X. Y. of [fill in address], the landlord of the said farm known as Blackacre, on quitting the said holding on the determination of my tenancy, compensation in respect of the following improvements [here set out every possible improvement in respect of which any claim can possibly be made, and the sum claimed for each, and the date when each was done, as in Form 12].

Dated the day of , 18 . . .

(Signed) A. B.

To X. Y. [fill in name and address].

No. 15.—*Landlord's Counter-Claim for Compensation.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, X. Y. [fill in address], the landlord of the farm called Blackacre, situate in the parish of , in the county of , hereby give you, A. B. of [fill in address], the tenant of the said farm called Blackacre, notice that I intend to claim in respect of the following acts of waste and breaches of covenants and breaches of other agreements committed by you, that is to say [here set out each of the different breaches and acts of waste, as in Form 13, with the amount of damage claimed in respect of each, and the date when each was done. The breaches as to waste or husbandry must have been done within four years before the date of the termination of the tenancy.]

Dated the day of , 18 . . .

To A. B. of . (Signed) X. Y.

Sect. 8,
p. 225.

No. 16.—*Agreement between Landlord and Tenant as to Amount of Compensation.*

An Agreement made and entered into the day of , 18 , between X. Y. [*fill in address*] of the one part, and A. B. [*fill in address*] of the other part: Whereas A. B. is tenant to the said X. Y. of a farm and lands known as Blackacre, in the parish of , in the county of : And whereas the said A. B., being about to quit the said farm on the day of , 18 , duly served on the day of 18 , upon the said X. Y. a notice of his intention to claim compensation on quitting the said farm on the determination of his tenancy, in respect of the improvements executed by him thereon, and specified in such notice: And whereas the said X. Y. and A. B. have agreed that the sum payable to the said A. B. for compensation in respect of such improvements, under the Agricultural Holdings (England) Act, 1883, shall be the sum of £100: Now it is hereby agreed and declared that the said X. Y. shall pay to the said A. B. the said sum of £100, within seven days from the date hereof [*or state how and when the money is to be paid*], and that the said A. B. will accept the same in full discharge of all claims and demands by him against the said X. Y., under the Agricultural Holdings (England) Act, 1883. In witness, &c.

Witness C. D.

[*This will require a stamp.*]

X. Y.
A. B.

Sect. 9,
sub-sect. 1,
p. 226.

No. 17.—*Joint Appointment by Landlord and Tenant of a single Referee.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we, the undersigned X. Y. of [*fill in address*], the landlord of the farm known as Blackacre, situate in the parish of , in the county of , and A. B. of [*fill in address*], tenant of the said farm do hereby jointly appoint C. D. of [*fill in address*] to be a single referee to settle the amount, mode, and time of payment of the compensation to be paid on the said A. B. quitting the said farm on the determination of his tenancy, under the Agricultural Holdings (England) Act, 1883.

Dated the day of , 18 .

(Signed) A. B.
C. D.

No. 18.—*Notice by either Party or both requiring a single Referee to act.*

Sect. 9,
sub-sect. 2,
p. 226.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we, the undersigned [*or I, the undersigned, as the case may be*] do hereby give you notice, that you having been appointed single referee in the reference between A. B. and X. Y. under the said Act, and if you do not proceed to act in the said reference within seven days from the date hereof, your said appointment as such referee will be void, and all proceedings in the said reference will begin afresh, as if you had not been appointed referee.

Dated the day of , 18 .

(Signed) X. Y., landlord,

or
A. B., tenant.
or
X. Y.
A. B.

To C. D. [*fill in address*].

No. 19.—*Appointment of Referee.*

Sect. 9,
sub-sect. 3,
p. 226.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y. or A. B. [*landlord or tenant as the case may be*] of the farm known as Blackacre, situate in the parish of , in the county of , do hereby appoint you C. D. of [*fill in address*] to act as referee on my behalf in the reference between me the said X. Y. and A. B. [*or as may be*].

Dated the day of , 18.

(Signed) X. Y. or A. B.,
[*as the case may be*].

To C. D. of [*fill in address*].

No. 20.—*Notice to Referee to Act.*

Sect. 9,
sub-sect. 4,
p. 226.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, you, having been appointed a referee on behalf of [*state on whom*], in a reference under the said Act now depending between X. Y. and A. B. I, the said [*state name of party*], hereby require you to act in the said reference within seven days after service of this notice upon you, otherwise the said [*the party who appointed the referee*] will, under the provisions of the said Act, be bound to appoint another referee.

Dated the day of , 18 .

(Signed) [*By one of the parties,
landlord or tenant*].

To [*name and address of referee*].

Sect. 9,
sub-sect. 4,
p. 226.

No. 21.—*Appointment of Referee in the place of one who has died or become incapable or refused to act.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y., of [fill in address], the landlord of the farm known as Blackacre, in the parish of , in the county of , [or I, the undersigned A. B., of [fill in address], the tenant of the farm known as Blackacre, in the parish of , in the county of], hereby appoint E. F. of [fill in address], as referee on my behalf in the reference now depending between A. B. and X. Y. under the said Act, in the place of C. D., of [fill in address], deceased [or who has refused to act, or who has become incapable to act, or who has neglected to act for seven days after a notice requiring him to act was duly served upon him.]

Dated the day of 18 .

(Signed) X. Y. landlord, or
 A. B. tenant,
 [as the case may be.]

Sect. 9,
sub-sect. 5,
p. 226.

No. 22.—*Notice of Appointment of Referee.*

I, the undersigned X. Y., of [fill in address], the landlord [or A. B., of [fill in address] the tenant] of, the farm known as Blackacre, situate in the parish of , in the county of , hereby give you notice that in pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, C. D. [fill in name and address] has been appointed referee on my behalf in the reference now depending under the said Act between me the said X. Y. and A. B.

Dated the day of , 18 .

(Signed) [By landlord or tenant
 as the case may be.]

To the [landlord or tenant, as the case may be].

Sect. 9,
sub-sect. 6,
p. 227.

No. 23.—*Notice by one Party to the other to appoint a Referee.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, X. Y., of [fill in address], the landlord of [or I, A. B., of [fill in address], the tenant of], the farm known as Blackacre, situate in the parish of , in the county of , do hereby give you notice that unless within fourteen days from the date of the service of this notice upon you, you appoint some fit and proper person to act as referee in your behalf in this reference under the provisions of the said Act now depend-

ing between you, the said A. B., and me, the said X. Y., [or as the case may be], I shall apply to the County Court of _____, holden at _____, for the appointment by the Court within fourteen days from my said application of a competent and impartial person to be referee on your behalf in the said reference.

Dated the _____ day of _____, 18 ____.
(Signed) _____ [Landlord or tenant,
as the case may be.]

To [landlord or tenant as the case may be].

No. 24.—*Application to County Court to appoint Referee.*

This will be provided for by the County Court Rules under the Act when issued.

No. 25.—*Appointment of Umpires by two Referees*

Sect. 9,
sub-sect. 7,
p. 227.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we, the undersigned, having been duly appointed to act as referees in a reference under the provisions of the said Act now depending between X. Y. and A. B., do hereby appoint [fill in name and address] to act as the umpire between us in the matter of the said reference.

Dated the _____ day of _____, 18 ____.
(Signed) _____ C. D., landlord's referee.
E. F., tenant's referee.

No. 26.—*Appointment of Umpire in the place of one dying or becoming incapable to Act.*

Sect. 9,
sub-sect. 8,
p. 227.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we, the undersigned, having been duly appointed to act as referees in a reference now depending between X. Y. and A. B. under the said Act, and having by an instrument in writing dated the _____ day of _____, 18 ____, duly appointed K. to act as umpire between us in the said reference, and the said K. having died [or become incapable of acting] before the award in the said reference has been made, we do therefore hereby appoint L. [fill in name and address] to be the umpire between us in the matter of the said reference in the place of the said K. deceased [or who has become incapable to act, as the case may be].

Dated the _____ day of _____, 18 ____.
C. D., landlord's referee.
E. F., tenant's referee.

Sect. 9,
sub-sect. 9,
p. 227.

No. 27.—*Request by either Party to the Referees to appoint an Umpire.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we [or I, X. Y., of (*fill in address*), the landlord, or I, A. B., of (*fill in address*), the tenant, of the farm called Blackacre, in the parish of , in the county of], hereby require you, who have been duly appointed referees in the matter of the reference now depending between us, the said X. Y. and A. B. [or between me, the said (*as the case may be*) and the said (*as the case may be*)], within seven days from the service of this notice upon you to appoint some fit and proper person to act as umpire between you in the matter of the said reference [*if so*, in the place of K. who has died since his appointment of umpire, or who has become incapable of acting since his appointment as umpire in the said reference]; and further take notice that we [or I, *as the case may be*], upon you failing to make such appointment within the said seven days, will apply to the County Court of , holden at , that within fourteen days from the date of such application some competent and impartial person may be appointed by the said County Court to act as umpire in the matter of the said reference.

Dated the day of , 18 .
(Signed) [By the landlord or tenant
or both, as the case may be.]

No. 28.—*Appointment of Umpire by County Court.*
This will be dealt with by the County Court Rules.

Sect. 10,
p. 230.

No. 29.—*Notice requiring Umpire to be appointed by the Land Commissioners.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y. of [*fill in address*], the landlord [or I, the undersigned A. B. of [*fill in address*], the tenant] of the farm known as Blackacre, in the parish of , in the county of , do hereby give you notice that I have to day appointed C. H. of [*fill in address*] to act as referee for me in the reference now pending between us under the provisions of the said Act. And I hereby require that the umpire or any successor to him to be appointed in the said reference shall not be appointed by the referees, but by the Land Commissioners for England, and that I intend at

once to apply to such Commissioners to make such appointment.

Dated the _____ day of _____, 18 ____.

(Signed) _____ [Landlord or tenant
To [landlord or tenant, as the case may be, and to the Referees]. as the case may be.]

No. 29.—*Application to Land Commissioners to appoint Umpire.* Sect. 10, p. 230.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, X. Y. of [*fill in address*], the landlord [*or I, A. B. [fill in address]*], the tenant of the farm known as Blackacre, situate in the parish of _____, in the county of _____, having, on appointing a referee on my behalf in the reference now pending between me and the said _____, under the provisions of the said Act, duly given notice to [*landlord or tenant, as the case may be*] of my intention to apply to you for the appointment of an umpire to act in the matter of such reference, hereby apply to you to appoint some competent and impartial person to act as umpire [*or as successor to any umpire that may be appointed*] in the matter of the said reference.

Dated the day of , 18 .
(Signed) [By landlord or tenant
 as the case may be.]
To the Land Commissioners for England.

No. 30.—*Notice requiring Umpire to be appointed by the County Court.* Sect. 10, sub-sect. 2, p. 230.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y. of [fill in address], the landlord [or A. B. of [fill in address], the tenant] of the farm known as Blackacre, situate in parish of _____ in the county of _____, hereby give you notice that I have this day appointed H. of [fill in address], to act as referee on my behalf in the reference under the provisions of the said Act, now depending between me the said X. Y. and you the said A. B. [or as the case may be], and I require that the person who shall act as umpire, and any successor to him, between the said H., and any person you may appoint to act as referee on your behalf, shall be appointed by the County Court for _____, holden at _____.

Dated the _____ day of _____, 18____.

(Signed) _____ [By landlord or tenant
To [landlord or tenant, as the case may be, and to the Referees.] as the case may be.]

Sect. 10,
sub-sect. 2,
p. 230.

No. 31.—*Notice of Dissent of Appointment by County Court.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y., of [fill in address], or A. B. of [fill in address], do hereby dissent from the umpire or any successor to him who is to act in the reference now depending between us under the provisions of the said Act being appointed by the County Court of , holden at .

Dated the day of , 18 .
(Signed) [By landlord or tenant,
as the case may be.]

To [the landlord or tenant,
as the case may be].

Sect. 10,
sub-sect. 2,
p. 230.

No. 32.—*Application to Land Commissioners to appoint Umpire when Appointment by County Court objected to.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y., of [fill in address], or A. B., of [fill in address, as the case may be], having required the appointment by the County Court of the person to act as umpire in the reference now depending between me the said X. Y., and A. B. to be appointed by the County Court for , holden at and the said A. B. having by notice in writing dated the day of , 18 , dissented therefrom, I hereby apply that the person to act as umpire in the said reference, and any successor to him, may be appointed by you, the Land Commissioners for England.

Dated the day of , 18 .
(Signed) [By landlord or tenant,
as the case may be.]

To [the landlord or tenant, as the case may
be, and the Land Commissioners.]

Sect. 10,
p. 231.

No. 33.—*Appointment of Umpire by Land Commissioners when Appointment by County Court objected to.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, X. Y., of [fill in address], having by notice in writing to A. B., of [fill in address], required that the umpire to act in the matter of a reference now depending between the said X. Y. and A. B. under the provisions of the said Act should be appointed by the County Court for , holden at , and the said A. B. having by notice in writing dissented from such

appointment being made by the said County Court, and the said X. Y. having applied to us to appoint some fit and proper person to act as umpire [or as successor to the umpire appointed] as in the said reference; Now, therefore, we, the Land Commissioners for England, hereby appointed P., of [*fill in address*], to act as umpire in the matter of the said reference.

Dated the _____ day of _____, 18 ____.

(L.S.)

No. 34.—*Revocation of Appointment of Referee.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y., of [fill in address], having appointed H. to act as referee on my behalf in the matter of a reference now depending between me and A. B. of [fill in address], under the provisions of the said Act, do hereby, with the consent of the said A. B., testified by his signing these presents, revoke and make void the appointment of the said H. as referee on my behalf in the matter of the said reference.

Dated the _____ day of _____, 18____.

_____, (Signed) _____, landlord,
_____, tenant.

No. 35.—*Notice to Produce Documents before Referee.* Sect. 13,

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, you are hereby required to produce and show on the day of , 18 at [*fill in place*], at the hour of [*fill in time*], before us, E. F. and G. H., the referees [*or M. K., the umpire*], duly appointed in the matter of a certain reference between X. Y., of [*fill in address*], and A. B., of [*fill in address*], all books, papers, vouchers, documents and samples in your custody, power or control, relating to any of the matters in question in the said reference, and more particularly to produce the documents, samples, and things mentioned in the schedule hereto.

Dated the _____ day of _____, 18 ____.

(Signed) _____ [By referees or umpire,
as the case may be.]

To [landlord or tenant or other person, as the case may be.]

SCHEDULE.

Vouchers for sums laid out in the purchase of feeding stuffs in the years 1880 and 1881.

Samples of the feeding stuffs consumed on the holding in the years 1880 and 1881.

B.

AA

Sect. 13,
p. 232.

Vouchers for the amounts spent in draining the Big Meadow in the year 1880.

Plan of the drain made by you in such meadow at that date.

Correspondence between you and the said X. Y. and his agent, with reference to the terms upon which such drainage was to be executed in the months of January and February, 1880.

[Add any documents or samples required, identifying them by a short description.]

Sect. 14,
p. 233.

No. 36.—*Notice of proceeding with Reference.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, we, the undersigned E. F., of [fill in address], and G. H., of [fill in address], the referees, or I, O. P., of [fill in address], the umpire, duly appointed in a reference now depending between X. Y., of [fill in address], and A. B., of [fill in address], under the provisions of the said Act do hereby give you notice that we [or I, as the case may be] have fixed the day of 18 , at the hour of a.m., at the [fill in place], as the time and place at which the matter of the said reference will be proceeded with, and we further give you notice that if you do not attend at the time and place aforesaid, in pursuance of the provisions of the said Act, we shall, should it seem to us expedient to do so, proceed with the said reference in your absence.

Dated the day of , 188 .

(Signed) Referees or umpire

To the landlord or tenant [as the case may be].

[as the case may be.]

[A copy of the notice should be sent a reasonable time beforehand by the referees or umpire to each party.]

Sect. 16,
p. 234.

No. 37.—*Extension of Time for Award by Referees.*

We, E. F. and G. H., the referees duly appointed in the matter of the above reference, do hereby jointly agree that the time for making our award in the matter of the above reference be extended from the day of , 18 , to the day of 18 [this must not be more than forty-nine days from the appointment of the last of the referees.]

Dated the day of , 18 .

(Signed) E. F.
G. H.

Witness,
L. M.

[This must be executed within the original twenty-eight days, else it will be invalid.]

No. 38.—*Award under the Agricultural Holdings (England) Act, 1883.*

Sects. 15,
17, 19,
pp. 233,
234, 237.

To all unto whom these presents shall come we [*fill in names and addresses of referees if award made by them*], or I [*fill in name and address if made by umpire*], send greeting:

Whereas upon the day of , 18 , A. B., of [*fill in address*], being the tenant of a farm known as Blackacre, situate in the parish of , in the county of , duly gave notice in writing to X. Y., of [*fill in address*], the landlord of the said farm, of his intention to claim compensation under the provisions of the Agricultural Holdings (England) Act, 1883, on quitting the said farm on the determination of his tenancy in respect of the following improvements executed by him upon the said farm, that is to say, laying down the six acre field in pasture in the year 18 , at a cost of 80*l*. Planting three acres of the far meadow with osiers, and fencing the same in the year 18 , at the cost of 50*l*. Making a watercourse between the great meadow and the brook in the year 18 , at a cost of 100*l*. Draining the barn close with tiles in the year 18 , at a cost of 80*l*. Boning the home close with undissolved bones in the year 18 , at a cost of 50*l*. Applying forty tons of guano to the arable land on the said farm in the years 18 , 18 and 18 , at a cost of 200*l*. Consuming twenty tons of cake on the said farm in the years 18 , 18 and 18 , at a cost of 100*l*, making a total claim of compensation of 660*l*. And whereas the said X. Y. duly gave a counter-notice in writing to the said A. B. of his intention to claim compensation from the said A. B., under the provisions of the said Act, in respect of the following acts of waste and breaches of covenants contained in an indenture of lease dated the day of 18 , done by the said A. B., that is to say, mowing the great meadow twice in the year 18 , 50*l*. Breaking up the pasture field known as Rye Grass Field, 100*l*. Selling off in the year 18 200 tons of hay, fifty tons of straw and fifty tons of roots, 450*l*. Non-repair of farm buildings, 100*l*.; and non-repair of gates and fences on the said farm, 50*l*.; making a total of 750*l*. And whereas the said A. B. and X. Y., not being able to agree on the amount of compensation to be paid under the provisions of the Agricultural Holdings (England) Act, 1883, the said A. B., by an instrument in writing dated the day of , 18 , appointed E. F. to be the referee to act on his behalf in the matter of the said reference; and the said X. Y., by an instrument in writing

Recital of claim, as over 100*l*. an appeal lies, whatever the sum awarded may be.

Recital of counter-claim.

Disagreement of parties as to amount.

Appointment of referees.

Award.	dated the day of , 18 , appointed G. H. to be the referee to act on his behalf in the matter of the said reference. And whereas the said E. F. and G. H. by
Appointment of umpire.	an instrument in writing under their hands dated the day of , 18 , appointed me the said P. to
Failure of referees to make award.	be the umpire in the matter of the said reference. And whereas the said E. F. and G. H. having failed to make their award in the matter of the said reference ready for delivery within forty-nine days from the date of the last appointment of them, the matters in dispute in the said reference stand referred to me as such umpire as aforesaid. And whereas I have heard the evidence adduced by the said A. B. and X. Y., and what has been respectively alleged on their behalf in support of the said claim and counter-claim: Now I, the said P., do hereby make and publish my award as follows:—
Value of improvements.	I find the value of the following improvements executed by the said A. B. to an incoming tenant are the sums following, that is to say: Laying down the ten-acre field in pasture in the year 18 , 50%. Planting three acres of osiers, and fencing the same in the year 18 , 20%. Draining the barn close in the year 18 , 20%. For applying ten tons of guano to the arable land in the year 18 , 50%. For five tons of linseed cake consumed on the said farm in the year 18 , 70%.—making a total of 210%. I find that making the water-course between the Great Meadow and the Brook in the year 18 , boning the Home Close with undissolved bones in the year 18 , applying ten tons of guano to the arable land in the year 18 , and ten tons in the year 18 , consuming ten tons of linseed cake in the year 18 , and five tons of linseed cake in the year 18 , do not represent any value to the incoming tenant, and I accordingly disallow all claims by the said A. B. in respect thereof [<i>or insert any other ground, as that for this improvement the landlord's consent in writing was not obtained</i>]. I further find and determine that the said A. B. in the year 18 , broke up the pasture field known as the Rye Grass Field, and I award 40% as the damages in respect thereof, and that the said A. B. in the year 18 sold off fifty tons of hay, ten tons of straw, and five tons of roots, and I award 50% as the damages in respect of the hay so sold, 20% in respect of the straw so sold, and 10% in respect of the roots so sold off. I find that the said A. B. is liable to keep the buildings, gates and fences on the said farm in repair, and that he has neglected to repair the same, and that the cost of putting the buildings in tenantable repair will be 50%, and of the
Items disallowed.	
Liabilities of tenant.	

gates, 10*l.*, and of the fences, 10*l.*, making a total of 190*l.* I disallow the claim of the said X. Y. in respect of all the other items mentioned in the counter-notice of the day of , 18 , and find that no liability exists on the part of the said A. B. in respect thereof. I further find and award that the said A. B. was, in consideration of his laying down the six-acre field in pasture, allowed by the landlord in the year 18 the sum of 25*l.* for the cost of the seed for laying down such field, and that the same should be deducted from the compensation due to the said A. B. I find that no manure has been brought back to the holding in respect of the produce sold off; but the sum I have awarded for damages in respect of such sale represents the sum that should be allowed in respect thereof. I find that there is due to the said X. Y. 100*l.* in respect of three-quarters of a year's rent, and that the sum of 10*l.* for rates due up to the determination of the tenancy remains unpaid. I further find and award that there is due to the said A. B., as compensation for the breach of an agreement by the said X. Y. in not erecting an additional cart-shed as agreed by the said X. Y. in the year 18 , the sum of 50*l.* I further find and award that the total compensation due to the said A. B. is the sum of 660*l.*, and the said sum of 50*l.*, making the sum of 710*l.*; that from that sum has to be deducted the sum of 190*l.* due to the said X. Y. in respect of acts of waste, breaches of covenants and agreements committed by the said A. B., 100*l.* in respect of rent due from the said A. B., and 10*l.* in respect of rates, making a total of 300*l.* And I award and determine that the balance of 410*l.*, after such deduction as aforesaid, is the compensation payable to the said A. B.

Award.

Disallow-
ance of
items in
counter-
claim.Benefit
allowed
tenant.Rent in
arrear.Breach of
agreement
by land-
lord.Amount
payable.

And, at the request of the said X. Y., I do further find and award that the said improvements, in respect of which I have awarded compensation, will be exhausted at the times following, that is to say—

When
improve-
ments will
be ex-
hausted.

Laying down the six-acre field in pasture in the year 18 .

Planting three acres of osiers, and fencing the same, in the year 18 .

Applying guano to the arable land, as soon as one other crop shall have been taken from such land.

Feeding stuffs consumed on the holding, on the 29th September next.

And I further find and award that the costs of the referees and myself, of and incident to this reference, amounting to the sum of £ , shall be paid by the

Costs.

Award. said A. B. and X. Y. in equal shares, and that the said X. Y. shall pay to the said A. B. his costs of and incident to this reference, such costs to be taxed by the registrar of the County Court of , holden at , in case the parties differ.

Costs. And I further find and award that the said X. Y. shall pay to the said A. B. the said sum of 410l., by two equal payments, the first to be made on the day of 18 [not less than one month from the date of the award], and the second to be made on the day of , 18 .

Payment of compensation. And I further direct that the said X. Y. shall pay to the said A. B. the amount of his taxed costs within one month from the date of the registrar's certificate of the amount of such costs.

The award must be properly stamped. In witness whereof I have set my hand and seal this day of , 18 .

(Signed) (L.S.)

[The alterations for an award by referees can easily be made. The above is the simplest form of award: if any special matters, such as the application of sects. 3, 4 and 5, are to be introduced, it will be better to have the award prepared specially; as these will vary according to the special facts of each case, no general form would do.]

**Sect. 19,
p. 237.**

No. 39.—Request to Referee or Umpire by Landlord, to find the Time when Improvements will be Exhausted.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned X. Y., the landlord of the farm known as Blackacre, in the parish of , in the county of , the improvements on which are the subject of the above-mentioned reference, hereby give you notice, that, being desirous to charge the said farm with the amount of compensation (if any) you may find due to the said A. B., I hereby require you to specify in your award the time at which, for the purposes of such charge, each improvement, act or thing in respect of which you may award compensation, is to be deemed to be exhausted.

Dated the day of , 18 .

(Signed) A. B., the landlord.

To the referees, naming them,
or, To the umpire, naming him.

As the forms of appeal, and of proceedings in the County Court, given in the 1875 Rules are not applicable to the 1883 Act, they are not inserted; and no new forms are given, as official forms will be contained in the new rules issued under the Act.

No. 40.—*Notice to Quit.*Sect. 33,
p. 255.

I [or As agent for A. B. of I] hereby give you notice to quit, yield and deliver up to me [or if tenant, that I intend to quit and deliver up] on the expiration of your [my] current year's tenancy, at or next after the end of the year which will expire from the service of this notice on you, the possession of all that farm and premises situate in the parish of , in the county of , known as , which you [I] hold of me [you, or of A. B.] as tenant from year to year.

Dated this day of , 18 .

(Signed)

Landlord or his agent, or tenant
[as the case may be].

To

The tenant or landlord
[as the case may be].

No. 41.—*Agreement that a Year's Notice shall not be necessary.*Sect. 33,
p. 255.

(a) [If in a lease or agreement—]

And it is hereby agreed and declared that the 33rd section of the Agricultural Holdings (England) Act, 1883, shall not apply to the contract of tenancy hereby created, but that six months' notice [or half a year's notice, or as the case may be] by either party shall be sufficient to determine the contract of tenancy hereby created.

(b) [If by a separate instrument—]

It is hereby declared and agreed by and between the undersigned that the 33rd section of the Agricultural Holdings (England) Act, 1883, shall not apply to the contract of tenancy created by an agreement dated the day of , 18 , and now subsisting between us; but that six months' notice in writing [or half a year's notice, as the case may be] shall continue to be sufficient to determine the said contract of tenancy existing between us.

Dated the day of , 18 .

(Signed)

A. B., landlord.
C. D., tenant.

This will
require a
stamp.

Sect. 34,
p. 259.

No. 42.—*Notice by Tenant of Intention to remove
Fixtures.*

I hereby give you notice that, in pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I intend, at the expiration of one month from the date hereof, to remove the engine, machinery and fixtures [*specify them as minutely as circumstances admit*] erected by me on my holding.

Dated the day of , 18 .

(Signed) A. B., tenant.

To , landlord.

Sect. 34,
p. 259.

No. 43.—*Notice by Landlord of his intention to
take Fixtures.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I elect to purchase the engines, machinery or fixtures [*specify which*] described in your notice to me, dated the day of , 18 .

(Signed) C. D., landlord.

To , tenant.

Sect. 41,
p. 266.

No. 44.—*Notice to quit for special Purpose.*

Under the provisions of the Agricultural Holdings (England) Act, 1883, I [*or as agent for A. B. of* I] hereby give you notice to quit and deliver up to me, on the expiration of the current year of your tenancy, which will expire next after the end of a year from the time of the service of this notice on you, the possession of that field called Whiteacre, situate in the parish of , in the county of , which you hold of me [*or of the said A. B.*] as tenant from year to year, the possession of which is required for erecting farm labourers' cottages [*or for planting trees, or for obtaining gravel, specify the object, one of those mentioned on p. 266*].

Dated this day of 18 .

(Signed) By landlord.

To , tenant.

No. 45.—*Notice by Tenant to give up the whole Holding.*

Sect. 41,
p. 267.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that, in consequence of your notice of the day of 18 , requiring possession of the field known as Whiteacre, which I hold of you, I shall quit and deliver up to you, at the expiration of my current year's tenancy next after the date of your said notice, the whole of the farm and premises called Farm, situate at in the parish of , in the county of , which I hold from you as tenant from year to year.

Dated this day of 18 .

(Signed) C. D., tenant.

To , landlord.

No. 46.—*Request to remove for sale Goods distrained.*

Sect. 50,
p. 278.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned, being the tenant of the farm known as Blackacre, in the parish of , in the county of [or being the owner of the goods on the farm, &c.], upon which you have distrained for rent in arrear, hereby request that such goods and chattels may be removed to a public auction room [naming it], in the [mention where], or to [mention the place to which the goods and chattels are to be removed], and be there sold. And I hereby agree to pay the costs and expenses attending such removal, and any damage to the goods and chattels arising from such removal.

Dated this day of 18 .

(Signed) [By tenant or owner
of the goods.]

To the [bailiff in possession of the goods].

No. 47.—*Extension of Time for Replevying Goods.*

Sect. 51.
p. 279.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned, being the tenant of [or the owner of the goods and chattels, or as the case may be] the farm known as Blackacre, situate in the parish of , in the county of , which have been distrained by you for rent in arrear, hereby request that the time during which it shall be lawful for me to replevy such goods may be extended to the day of 18 [not more than fifteen days from the seizure]. And I

Sect. 51,
p. 279. hereby undertake to pay or to give such security for any additional costs that may be occasioned by the extension of the time for replevying the said goods.

Dated the day of , 18 .
Signed A. B., tenant or owner of
goods [as the case may be].

To C. D., landlord or other the
person levying distress.

Sect. 51,
p. 279. No. 48.—*Request to Sell notwithstanding Extension of Time.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby request [or consent, as the case may be] that notwithstanding the notice given by me to you, dated the day of , 18 , you to proceed forthwith to sell the goods and chattels [or part, naming them] distrained by you on the farm known as Blackacre, in the parish of , in the county of , on the day of last, and not to wait till after the day of , before making such sale of the goods and chattels.

Dated the day of 18 .
(Signed) A. B., tenant or owner of
goods [as case may be].

To C. D., landlord or other
person levying distress.

Sect. 56,
p. 282. No. 49.—*Consent to Payment by Incoming Tenant of Compensation to Outgoing Tenant.*

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I X. Y., the landlord of the farm known as Blackacre, situate in the parish of in the county of , do hereby consent to you C. D., the incoming tenant of the said farm, paying to A. B., the outgoing tenant of the said farm, the sum of £ , the compensation payable in pursuance of the provisions of the said Act to the said A. B. in respect of the improvements executed by him on the said farm. And I hereby agree that you the said C. D. shall be entitled on quitting the said holding to claim compensation in respect of such improvements in like manner, if at all, as the said A. B. would have been entitled had he remained tenant of the said farm, and quitted the same at the time at which you the said C. D. may quit the same.

Dated the day of 18 .
(Signed) X. Y., the landlord.

To C. D. the incoming tenant.

No. 50.—*Notice by Tenant to Landlord of his Intention to make Improvements notwithstanding Tenant has notice to Quit.* Sect. 59, p. 285.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I, the undersigned A. B., being about to quit the farm known as Blackacre, situate in the parish of _____, in the county of _____, which I now hold of you on the _____ day of _____ next, do hereby give you, as landlord of the said farm, notice that I intend, at the expiration of one month from the date hereof, to begin the following improvements upon the said farm [*set out improvements, some of those in the first schedule, such as, boning the four-acre field with undissolved bones, chalking the rye grass ground, or as the case may be*]; and that I shall on quitting the said farm on the determination of my tenancy claim compensation from you in respect of such improvements, unless within one month after the receipt hereof you object to my making such improvements.

Dated the _____ day of _____, 18 ____.
(Signed) A. B., tenant.

To X. Y., landlord.

No. 51.—*Notice of Objection by Landlord.*

Sect. 59, p. 285.

In pursuance of the provisions of the Agricultural Holdings (England) Act, 1883, I hereby give you notice that I object to your making the improvements on the farm known as Blackacre, in the parish of _____, in the county of _____, which you hold of me mentioned in your notice of the _____ day of _____ 18 _____. And further take notice that I dissent from your executing any improvements upon the said farm during the continuance of your present tenancy.

Dated the _____ day of _____, 18 ____.
(Signed) X. Y., landlord.

To A. B., the tenant.

No. 52.—*Compensation Clauses in a Lease or Agreement to exclude the Operation of the Act of 1883.*

And it is hereby agreed and declared by and between the parties hereto, that if during the continuance of the term hereby created it shall, in the opinion of the parties hereto, become necessary or desirable to execute any of the improvements mentioned in Parts I. and II. of the

Improvements in Parts I. and II. of schedule.

Form of lease.	first schedule to the Agricultural Holdings (England) Act, 1883, such improvements shall be executed upon the terms and conditions hereinafter contained [<i>here set out the terms</i>]. And it is hereby expressly agreed and declared that the tenant will not execute or take any steps under the Agricultural Holdings (England) Act, 1883, to procure the execution of any such improvements as aforesaid except in the manner hereinbefore mentioned;
Terms to be full compensation.	And that the terms hereinbefore mentioned shall be taken and considered as full compensation to the tenant in respect of making the said improvements; and that the said tenant, his executors, administrators or assigns, will not claim to be entitled to any further or other compensation in respect thereof, either under the Agricultural Holdings (England) Act, 1883, or any Act or Acts amending the same. And it is hereby further agreed and declared that in respect to the improvements mentioned in the Third Part of the first schedule to the Agricultural Holdings (England) Act, 1883, the tenant will give to the landlord or his agent one month's notice in writing of his intention to execute those numbered 16, 17, 18, 19, 20 and 21 in the said schedule, and the manner in which he intends to execute the same; and that the cost per acre of any such improvement shall not in any case exceed £ ; and that the said tenant will not execute any of the said improvements on the same field oftener than without the written consent of the landlord or his agent; and that within one month from the execution of such improvements the tenant will furnish to the landlord or his agent an account in writing of the cost thereof, and verify the same to the satisfaction of the landlord or his agent. And it is hereby agreed and declared that the tenant shall be compensated in respect of such improvements in manner following:—The landlord may either pay to the tenant the amount expended by him in respect thereof, and in such case the tenant will pay to the landlord interest at the rate of 5 per cent. per annum on the said amount, such sum to be payable and recoverable as part of the rent hereby reserved, or the said amount shall be considered as spread over years in the case of boning, years in the case of chalking, years in the case of clay burning, years in the case of claying, years in the case of liming, and years in the case of marling, and one equal part shall be deducted for each year over which the said amount is so spread. If the tenancy lasts beyond the said time hereinbefore mentioned, then the tenant shall not be entitled to be paid anything in respect of the
Notice as to improvements in Third Part.	
Amount of cost of improvements.	
Compensation for improvements in Part III.	

said improvements on quitting the holding; but if the said tenancy is determined before the said time hereinbefore mentioned, the said tenant shall be entitled to such part of the amount of the cost of such improvement as represents the proportionate parts for the number of years that have not elapsed since the improvement was made. And with reference to the application of purchased manures and feeding stuffs, it is hereby agreed and declared that the tenant shall not be entitled to any compensation in respect thereof, unless the same are of the quality and description mentioned in the schedule hereto; and further that the tenant will keep, and when required supply to the landlord or his agent, samples of all such manures and feeding stuffs used by him upon the said farm for the last years. And it is further hereby agreed and declared that the tenant will not in any year expend more than tons of artificial manure, at a cost not exceeding £ , on the said farm, and will not consume in any year a greater quantity than tons of feeding stuffs, at a cost of £ , on the said farm. And if the tenant shall expend or consume a greater quantity of manure and feeding stuffs, he shall not be entitled to any compensation in respect of such excess on quitting the said farm on the determination of his tenancy. And further that in the last year of his tenancy he will only apply artificial or purchased manures to the crops following, that is to say—

And that the total cost of such manure shall not exceed £ , and will not consume a greater amount of feeding stuffs than the average amount of feeding stuffs consumed by him in the three years before the said last year if the said tenancy has existed for three years, and if not then the average amount consumed during the existence of the said tenancy, and in no case exceeding the value of £ . And it is hereby expressly agreed and declared that the tenant shall not be entitled to claim compensation for any of the things mentioned in these presents, under any custom of the county, agreement, contract or act of parliament, but that the compensation hereby provided shall be substituted for any compensation payable in any other way, and shall be the only compensation to which the tenant shall be entitled on the termination of the tenancy hereby created.

[The lease should contain arbitration clauses and clauses as to claims against the tenant for bad farming.]

Form of
lease.

Manures
and feed-
ing stuffs.

Quality.

Samples.

Quantity.

Manures to
be applied
in last
year.

Feeding
stuffs to be
consumed.

Compensa-
tion by
agreement
to be
inclusive.

[SCHEDULE.

The SCHEDULE above referred to.

These are
the Royal
Agricultural
Society
forms.

I. FEEDING STOCK.

1. *Linseed Cake.*

To be made from clean linseed and nothing else, free from mould, and not otherwise spoiled for feeding purposes.

2. *Rape Cake.*

To be made from rape seed, free from an injurious quantity of mustard or other prejudicial matters, free from mould, and not otherwise spoiled for feeding purposes.

3. *Decorticated Cotton Cake*

Cake made from clean decorticated cotton seed, and nothing else, free from mould, and not spoiled for feeding purposes.

4. *Undecorticated Cotton Cake.*

Cake made from clean undecorticated cotton seed and nothing else, free from mould, and not otherwise spoiled for feeding purposes.

5. *Rice Meal.*

Meal that is free from all matters not found in rice.

II. MANURES.

1. *Raw or Green Bones or Bone Dust.*

Pure raw bones, half-inch or quarter-inch, or fine bone dust containing not less than forty-five per cent. of tribasic phosphate of lime, and yielding not less than four per cent. of ammonia.

2. *Boiled Bones.*

Pure boiled bones containing not less than forty-eight per cent. of tribasic phosphate of lime, and yielding not less than one-and-three-quarters per cent. of ammonia.

3. *Dissolved Bones.*

To contain :—

1. per cent. of soluble phosphate of lime.
2. per cent. of insoluble phosphate of lime, present entirely as boiled or raw bone, and not as bone and coprolite or other mineral phosphates.
3. per cent of nitrogen equal to per cent. of ammonia.

4. *Mineral Superphosphate.*

To contain per cent. of soluble phosphate of lime.

5. *Compound Artificial Manures.*

To contain :—

1. per cent. of soluble phosphate per ton.
2. per cent. of insoluble phosphates per ton.
3. per cent. of ammonia per ton.

6. *Nitrate of Soda.*

To contain from ninety-four to ninety-five per cent. of pure nitrate.

7. *Sulphate of Ammonia.*

To contain not less than twenty-three per cent. of ammonia.

8. *Shoddy.*

To contain per cent. per ton of nitrogen (equal to per cent. of ammonia) at per unit per cent. of ammonia.

9. *Peruvian Guano.*

To contain per cent. per ton of ammonia.

10. *Refuse Manuring Matter.*

To contain per cent. of phosphate of lime,
per cent. of nitrogen, equal to per cent. of ammonia,
and not more than per cent. of moisture.

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